



# **Negotiated Procurement for the Supply, Delivery and Installation of Municipal IP Transport Services (IPTM)**

**November 2015**

**Department of Science and Technology  
INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE  
BIDS AND AWARDS COMMITTEE**

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# **Section I. Invitation for Negotiation**

## Invitation for Negotiated Procurement

### Supply, Delivery and Installation of Municipal IP Transport Services (IPTM)

ICTOBAC-WIFI-2015-11-01 (NEGOTIATED PROCUREMENT)

In view of the two (2) failed competitive biddings, the Information Communication and Technology Office (ICTO) through Bids and Awards Committee invite suppliers to participate in the negotiation for the Project, **Supply, Delivery and Installation of Municipal IP Transport Services (IPTM)**, in accordance with Section 53.1 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act".

This negotiated procurement is for 12-month subscriptions to IP connectivity services (the "SERVICES") for **eight hundred sixty four (864) municipalities**, with a total bandwidth requirement of 12,603 Mbps (CIR). Each "SERVICE" shall connect one or more of the PROJECT's Municipal Point of Presence (mPoP) services to any of the PROJECT's IP Core services or Point of Presence (PoP) services, all of which are to be provisioned by the System Management & Access (SMA) Service of the PROJECT.

The total of the Approved Budgetary Cost (ABC) for this negotiated procurement is **TWO HUNDRED THREE MILLION EIGHT HUNDRED SEVENTY SEVEN THOUSAND PESOS (PHP 203,877,000.00)** at a monthly per Mbps cost of P1,350.00. The ABCs for the LOTS are provided in Annex 1.

The Approved Budget for the Contract and the Cost of Bidding Documents is hereunder specified:

Details	Approved Budget for the Contract (PhP)	Cost of Negotiation Documents (PhP)
<b>Supply, Delivery and Installation of Municipal IP Transport Services</b>	203,877,000.00	The cost of bidding documents shall correspond to the Total ABC as indicated below: Php 500,000 and

		below = PhP 500.00, More than 500,000 up to 1 Million = PhP 1,000.00, More than 1 Million up to 5 Million = PhP 5,000.00, More than 5 Million up to 10 Million = PhP 10,000.00, 10 Million up to 50 Million = PhP 25,000.00, and 50 Million up to 500 Million = PhP 50,000.00
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The schedule of bidding activities are herein stated below:

<b>Activities</b>	<b>Schedule</b>	<b>Venue</b>
Posting of Request for Quotation	28 November 2015, Friday	PhilGEPS Website, ICT Office Website and Newspaper Publication
Issuance and Availability of Request for Quotation	01 December 2015 Tuesday	ICT Office BAC ICT Office Building, Carlos P. Garcia Avenue, Diliman, Quezon City
Pre-Negotiated Procurement Conference	04 December 2015, Thursday, 1:30pm	AVR, ICT Building Carlos P. Garcia Avenue Diliman, Quezon City
Submission of Eligibility, Technical Components and Financial Documents	14 December 2015, Monday 12 Noon	ICT Office Lobby Ground Floor ICT Office Building Carlos P. Garcia Avenue Diliman, Quezon City
Opening of Proposal/Offers and Negotiation	14 December 2015, Monday, 1:00pm	AVR, ICT Building Carlos P. Garcia Avenue Diliman, Quezon City

Invited Suppliers shall be issued a Negotiation Documents upon presentation of the Letter of Invitation.

Other interested suppliers may acquire Negotiation Documents upon payment of a non-refundable fee as stated above through the Bids and Awards Committee Overall

Secretariat at ICT Building, Carlos P. Garcia Avenue, Diliman, Quezon City from 9:00 AM to 5:00 PM, Mondays to Fridays, except Holidays. Payment may be made over the counter through the ICT Office Cashier.

ICTO reserves the right to accept or reject any or all bid proposals, to annul the procurement process at any time prior to contract award, without thereby incurring any liability to the affected Supplier or Suppliers.

For further information, please refer to:

**ENGR. BEVERLY CAMACHO**

Head, Overall Secretariat

Bids and Awards Committee

ICTO Building, C. P. Garcia Avenue, Diliman, Quezon City, Metro Manila

Telephone No.: +63-2-928-6071

Fax No:+ 63-2-928-6071

Email: [ictobac.secretariat@icto.dost.gov.ph](mailto:ictobac.secretariat@icto.dost.gov.ph)

Web: [www.icto.dost.gov.ph](http://www.icto.dost.gov.ph)

**MARIA TERESA MAGNO-GARCIA**

Director and Chairperson

ICT Office Bids and Awards Committee

**Section II.**  
**Instruction to Invited Service  
Providers (IISP) / Proposal Data  
Sheet (PDS)**

## **A. GENERAL**

### **A.1 Scope of Proposal**

The Bids and Awards Committee (ICTO BAC) wishes to receive Proposal for the, **Supply, Delivery and Installation of Municipal IP Transport Services (IPTM).**

### **A.2 Source of Funds**

The **Information and Communications Technology Office (ICT Office)** intends to apply the sum of TWO HUNDRED THREE MILLION EIGHT HUNDRED SEVENTY SEVEN THOUSAND PESOS (Php203,877,000.00) from the **2015 General Appropriations Act** being the Approved Budget for the Contract (ABC) for the **Supply, Delivery and Installation of Municipal IP Transport Services (IPTM).**

## **B. PREPARATION OF DOCUMENTS FOR NEGOTIATION.**

**B.1** Each supplier shall submit the following in One (1) big envelope duly labeled containing two sets of envelopes:

- First Envelope must contain three (3) copies of Eligibility and Technical documents duly marked as "Original Copy", "Duplicate Copy" and "Triplicate Copy".
- Second Envelope must contain three (3) copies of Financial Documents duly marked as "Original Copy", "Duplicate Copy" and "Triplicate Copy".



All envelopes and folders must be labeled as follows:

TO :	<b>THE BIDS AND AWARDS COMMITTEE INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE</b>
FROM :	_____
	<i>(Name of Supplier in Capital Letters)</i>
ADDRESS:	_____
	<i>(Address of Supplier in Capital Letters)</i>
PROJECT :	<b>SUPPLY, DELIVERY AND INSTALLATION Municipal IP Transport Services (IPTM)</b>
BID REF NO :	<b>ICTOBAC-WIFI-2015-11-01 (NEGOTIATED PROCUREMENT)</b>
(In Capital Letters, Indicate the Phrase):	
<b>"DO NOT OPEN BEFORE 14 DECEMBER 2015, 1:00 PM"</b>	

## **B.2. Documents Comprising the Proposal: Eligibility and Technical Components**

**The FIRST ENVELOPE shall contain the following eligibility and technical documents:**

### **(a) Eligibility Documents –**

The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the bidder.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the bidder.

### **Class "A" Documents:**

- (i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;

- (ii) Business/Mayor's permit for 2015 issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Valid and current Tax Clearance issued by the Collection Enforcement Division of the Bureau of Internal Revenue Head Office per EO#398 dated January 12, 2005;
- (iv) Statement of all its Ongoing Contracts (including awarded contract/s not yet started, if any) within the last three (3) Years, **(Annex I)**;
- (v) Statement of Completed Single Largest Contract of Similar Nature within the last five (5) years from the date of submission and receipt of bids equivalent to at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least "fifty percent (50%) "of the ABC for this Project; and the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above". **(Annex I-A)**;
- (vi) Copy of each of the 2014 Annual Income Tax Return submitted through BIR's Electronic Filing and Payment System (EFPS) together with the following Audited Financial Statements for 2014 and 2013 (in comparative form or in separate report):
  - a) Independent Auditor's Report
  - b) Balance Sheet (Statement of Financial Position)
  - c) Income Statement (Statement of Comprehensive Income)

Each of the above statements must have the stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, certified true copy/signed by Supplier's authorized representative.

- (vii) Duly signed Net Financial Contracting Capacity Computation (NFCC) per **Annex II**

The invited supplier must show the NFCC computation using the formula per **Annex II** which must at least be equal to the total ABC of this project.

**Class "B" Document:**

- (viii) If applicable, the 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 proposal is successful. **(Annex III)**

In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the Supplier of the notice from the ICTO BAC that the Supplier is the Lowest Calculated and Responsive Proposal {Sec 37.1.4 a) (i)}

The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/ specify the company /partner and the name of officer designated as authorized representative of the joint venture.

- (ix) Each partner of a joint venture agreement shall likewise submit the above stated Items (i) and (ii). Submission of Items (iii) to (vi) by any of the joint venture partners constitutes compliance.

(b) **Technical Documents –**

- (i) Duly signed and completed Technical Proposal Form. Supplier must use, accomplish and submit the Technical Proposal Form hereto attached in Section VII.
- (ii) Proof of Authority of the Bidder's authorized representative/s:

**a) FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):**

Duly notarized Special Power of Attorney

**b) FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:**

Duly notarized Secretary's Certificate evidencing the authority of the designated representative/s.

**IN THE CASE OF UNINCORPORATED JOINT VENTURE:**

Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.

- (iii) Omnibus Sworn Statements using the form prescribed **(Annex IV)**
  - a) Authority of the designated representative
  - b) Non-inclusion in blacklist or under suspension status
  - c) Authenticity of Submitted Documents
  - d) Authority to validate Submitted Documents
  - e) Disclosure of Relations
  - f) Compliance with existing labor laws and standards
  - g) Suppliers Responsibilities (Clause 6, ITB/BDS)

**B.3. Documents Comprising the Proposal: Financial Component**

The **SECOND ENVELOPE** shall contain the following financial components, duly filled up and signed:

- 1. **Annex V** Financial Proposal Form
- 2. **Annex V-A** Detailed Financial Proposal Form

The total ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.

If the Supplier claims preference as a Domestic Supplier or Domestic Entity, a certification from the DTI, SEC, or CDA to be enclosed pursuant to the Revised IRR of RA 9184.

**C. REQUEST FOR CLARIFICATION**

Suppliers may request for clarifications on any part of this Negotiation Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the following address before the deadline for the submission and receipt of negotiation proposal:

**MARIA TERESA M. GARCIA**

Director & Chairperson, Bids and Awards Committee  
Information and Communications Technology Office  
Carlos P. Garcia Avenue, UP Diliman, Quezon City  
Email: bac.ictosecretariat@icto.dost.gov.ph  
Web: icto.dost.gov.ph

## **D. SUBMISSION AND OPENING OF PROPOSALS FOR NEGOTIATION**

The place of negotiation is at the **AVR, Information and Communications Technology Office Building, UP Diliman, Carlos P. Garcia, Quezon City. Submission is on or before 12 Noon of 14 December 2015 and Opening of Offers and Negotiation is on 14 December 2015 at 1 PM.**

### **1. The Negotiation shall be conducted into two phases:**

#### **Phase I**

The ICTO BAC shall open the first proposal envelope of Invited Suppliers in public to determine each Supplier's compliance with Eligibility and Technical Components. For this purpose, ICTO BAC shall check the submitted documents of each supplier against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a supplier submits the required document, it shall be rated "passed" for that particular requirement. In this regard, proposals that fail to include any requirement or are incomplete or patently insufficient shall be considered "failed". Otherwise, the ICTO BAC shall rate the said first proposal envelope as "passed".

Immediately after determining compliance with the requirements in the first envelope, the ICTO BAC shall forthwith open the second proposal envelope of each remaining eligible supplier whose first proposal envelope was rated "passed". The second envelope of each complying supplier shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular proposal is missing, incomplete or patently insufficient, and/or if the submitted total proposal price exceeds the ABC, the ICTO BAC shall rate the proposal concerned as "failed".

#### **Phase II**

Following completion of the first phase, ICTO BAC shall request supplier declared/evaluated as Lowest or Single Calculated Proposal to submit for the Second Phase, their best and final offer with respect to all aspects of their proposals.

## 2. Proposal Submission and Evaluation

- a. BIDDERS may submit one (1) proposal for each Offer Group as follows:

Offer Group	Scope Criteria	Evaluation Sequence
Province	Municipalities belonging to the same Province (Annex 2A)	First
Island Group	Municipalities within the same Island or Island Group (Annex 2B)	Second
Municipality	Individual municipalities (original IPTM lots) (Annex 2C)	Third

- b. Under each Offer Group, municipalities are organized into LOTS based on the Scope Criteria for the Offer Group where a LOT is considered synonymous to a SERVICE. The Province and Island Group Offer Groups may have more than one (1) beneficiary municipality per LOT/SERVICE.

For any LOT/SERVICE with more than one (1) beneficiary municipality, a proposal must include at least two thirds ( $\frac{2}{3}$ ), rounded off to the highest integer value, of the beneficiary municipalities specified in a lot.

Bidders may substitute an equal number of non-beneficiary municipalities for the beneficiary municipalities excluded, provided:

- i. substitute municipalities fall under the same Scope Criteria as those excluded; and,
- ii. the ABC for a LOT/SERVICE is not exceeded;

A BIDDER may also include as Options service to the municipalities (Income Class 1 and 2) not included in a LOT/SERVICE but falling within the same Scope Criteria.

- c. In addition to the OFFERED PRICE for each LOT/SERVICE, BIDDERS may also offer alternative values for Bandwidth, Availability, and Termination Points. Details on acceptable alternatives are given in succeeding sections.

- d. Evaluation of proposals shall be by Offer Group according to the Evaluation Sequence given above.
  - i. Municipalities covered by a proposal under an Offer Group that is identified for negotiation shall no longer be evaluated when considering Offer Groups later in the Evaluation Sequence.
- e. The Lowest Calculated Bid for each LOT/SERVICE shall be determined by identifying the **LOWEST Per-Unit-Cost** computed as follows:
 

Per-Unit-Cost = Effective-Bid-Offer / Guaranteed Capacity  
 Effective-Bid-Offer = Offered-Price + uTP-Annual-Cost + mTP-Annual-Cost  
 Guaranteed-Capacity = SUM( Offered-Link-Bandwidth \* Offered-Link-Availability )

Details on the variables used above are provided in the attached Terms of Reference and in the Technical Specifications
- f. Negotiations for a LOT/SERVICE shall start with the offer with the Lowest Calculated Bid.

### **E. POST QUALIFICATION**

Within a non-extendible period of **three (3) calendar days** from receipt by the supplier of the Notice from the ICTO BAC that the Supplier has the Lowest or Single Calculated Proposal (L/SCP), the Supplier shall submit and/ or present the following documentary requirements for post qualification:

- 1) Present original copy and submit certified true copy of the following:
  - a) Latest Income Tax Returns per Revenue Regulations 3-2005; *Bidders have option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission (including copy of VAT returns and corresponding payments for the last 6 months)*
  - b) Valid and current Certificate of PhilGEPS Registration;

- c) PO's or Contracts for all Ongoing Contracts as listed per submitted Annex I (Statement of All Ongoing Contracts and Completed Contracts within the last three (3) years);

**In case of Joint Venture, both partners must present/submit items 1.a, 1.b and 1.c.**

- 2) Submit original copy of Company Profile **(per Annex VI)**. Company printed brochure may be included. (Applicable to both partners, in case of **Joint Venture**)
- 3) Present original of the following:
  - a) Registration Certificate from SEC (for corporations) or DTI (for sole proprietorship or CDA (for cooperatives);
  - b) Business/Mayor's Permit for year 2015 issued by the city or municipality where the principal place of business of the prospective bidder is located; and
  - c) End-User's Acceptance or Official Receipt relative to Single Largest Completed Contract per submitted Annex I-A
- 4) Present the following:
  - d) Supporting evidence in relation to, and in conformity with technical specifications, e.g. brochure (original or internet download) / Technical Data Sheet or equivalent document.

*Note: If the brochures or technical data sheet are not in English, the same must be accompanied by an English translation. The English translation must be authenticated by the appropriate embassy or consulate of the manufacturer in the Philippines.*
  - e) Sworn affidavit that it has no interest and/or participation, direct or indirect, in the SMA Service, which shall be tasked to monitor and enforce the SLR Agreement of this tender (as stated in Technical Specifications - Other Requirements).



- f) A fault escalation procedure to DOST ICTO in case of link downtime, and make available specific name(s), e-mail address(es), landline(s) and mobile number(s).

Failure of the supplier, declared as Single/Lowest Calculated Bid (S/LCP), to duly submit the above requirements or a finding against the veracity of such shall be ground to disqualify the Supplier for award.

As part of Post Qualification, eligibility and technical documents submitted by the S/LCP will be validated and verified. Furthermore, S/LCP's product technical specifications will be validated to ensure compliance with the required technical specifications.

# **Section III.**

## **General Condition of Contract**

## 1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
  - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - (e) "GCC" means the General Conditions of Contract contained in this Section.
  - (f) "SCC" means the Special Conditions of Contract.
  - (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
  - (h) "The Procuring Entity's country" is the Philippines.
  - (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
  - (j) The "Funding Source" means the organization named in the **SCC**.
  - (k) "The Project Site," where applicable, means the place or places named in the **SCC**.

- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## **2. Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the Suppliers, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Suppliers (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (iii) "collusive practices" means a scheme or arrangement between two or more Suppliers, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
    - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
  - (b) will reject a proposal for award if it determines that the Supplier recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 3.

### **3. Inspection and Audit by the Funding Source**

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### **4. Governing Law and Language**

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### **5. Notices**

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

### **6. Scope of Contract**

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any

additional requirements for the completion of this Contract shall be provided in the **SCC**.

## **7. Subcontracting**

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

## **8. Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

## **9. Prices**

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

## 10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.1, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

## 11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
  - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.



- (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
  - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.
- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

## **12. Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

## **13. Performance Security**

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Supplier shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Supplier is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### **14. Use of Contract Documents and Information**

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

#### **15. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specification; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

## 16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and **Section VII. 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## 17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## 18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 2.2, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 2.2, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29, without the application of liquidated damages.

## **19. Liquidated Damages**

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

## **20. Settlement of Disputes**

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## **21. Liability of the Supplier**

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **22. Force Majeure**

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

### **23. Termination for Default**

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
  - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
  - (c) The Supplier fails to perform any other obligation under the Contract.

- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

#### **24. Termination for Insolvency**

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

#### **25. Termination for Convenience**

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:



- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum merit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## **26. Termination for Unlawful Acts**

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1 (a);
  - (b) Drawing up or using forged documents;
  - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (d) Any other act analogous to the foregoing.

## **27. Procedures for Termination of Contracts**

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause

the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination

shall only be based on the ground(s) stated in the Notice to Terminate;

- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

## **28. Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

## **29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

## **30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

**Section IV.  
Special Conditions of Contract  
(SCC)**

# Special Conditions of Contract

GCC Clause	
<b>1.1 (g)</b>	The Procuring Entity is <b>INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE (ICT Office)</b> .
<b>1.1 (i)</b>	Authorized Philippine Suppliers / Distributors / Dealers for the <b>SUPPLY, DELIVERY AND INSTALLATION OF IP MUNICIPAL TRANSPORT SERVICES</b>
<b>1.1 (j)</b>	The Funding Source is: The Government of the Philippines (GOP) through <b>General Appropriations Act (GAA) for the Fiscal Year 2015 in the amount of TWO HUNDRED THREE MILLION EIGHT HUNDRED SEVENTY SEVEN THOUSAND PESOS (PHP 203,877,000.00)</b> .
<b>1.1 (k)</b>	The Project Site is defined in <b>Annex 1 (List of Termination Points), Annex 2A (Province), Annex 2B (Island Group) and Annex 2C (Municipality Group)</b>
<b>5.1</b>	The Procuring Entity's address for Notices is:  <b>USEC. LOUIS NAPOLEON C. CASAMBRE</b> Executive Director Information and Communications Technology Office ICTO Building, Carlos P. Garcia Avenue, Diliman, Quezon City Telephone No.: +63-02-426/4261528 Fax Number: +63-02-4261525 The Supplier's address for Notices is: [Insert address including, name of contact, fax and telephone number]
<b>6.1</b>	<b>Delivery and Documents –</b>  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:  "The delivery terms applicable to this Contract are delivered <i>as specified in Technical Specifications</i> . Risk and title will pass from the Supplier to the

	<p>Procuring Entity upon receipt and final acceptance of the Services at their final destination.”</p> <p>Delivery of the Services shall be made by the Supplier in accordance with the terms specified in <b>Section VI. Schedule of Requirements</b>. The details of delivery and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Services to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier’s invoice showing Services’ description, quantity, unit price, and total amount; and</li> <li>(ii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site;</li> </ul>
<b>10.4</b>	No further instructions.
<b>13.4 (c)</b>	No further instructions.
<b>16.1</b>	Refer to ICT Office Technical Specifications as specified in Section VI and Terms of Reference as attached
<b>17.3</b>	Not applicable.
<b>17.4</b>	Not applicable.
<b>21.1</b>	All partners to the joint venture shall be jointly and severally liable to the <b>ICT Office</b> .

# **Section V.**

## **Schedule of Requirements**

## Schedule of Requirements

Each SERVICE shall be delivered according to the following schedule, which is given relative to the receipt of the Notice-To-Proceed (NTP):

1. Within NINETY (90) days, one third ( $\frac{1}{3}$ ) of covered municipalities;
2. Within ONE HUNDRED TWENTY (120) days, two thirds ( $\frac{2}{3}$ ) of covered municipalities; and,
3. Within ONE HUNDRED FIFTY (150) days, all covered municipalities.

**I hereby commit to comply and deliver all the above requirements in accordance with the above-stated schedule.**

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Name of Company

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Signature Over Printed Name  
Of Authorized Representative

---

Date



# **Section VI.**

## **Technical Specifications**

# Technical Specifications

**INSTRUCTION TO THE SUPPLIER:** Indicate “COMPLY” per line number under **Supplier’s Statement of Compliance** if Supplier can meet the technical specifications and project requirements. **DO NOT LEAVE ANY BLANK. A “YES” or “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.**

**PLEASE USE THIS FORM. DO NOT RETYPE OR ALTER**

ITEM	SPECIFICATION	SUPPLIER’S STATEMENT OF COMPLIANCE
1	<p><b>DURATION AND EFFECTIVITY OF CONTRACT(S)</b></p> <p>1.1. All contracts shall be for <b>TWELVE (12) months</b> and shall be subject to renewal and negotiation.</p>	
	<p>1.2. The effectivity of all contracts shall begin from their signing until such a time that 12 * 365 / 12 days of service shall have been received.</p>	
2	<p><b>UPSTREAM TERMINATION POINTS (uTP).</b> A SERVICE shall virtually connect to at least one (1) uTP that would be among those of type “PoP” or “IP Core” listed in <b>Annex 1 (List of Termination Points)</b></p>	
2.1	<p>BIDDERS may propose an intermediate handover location to a uTP provided the location is within THREE (3) KILOMETERS with Line-of-Sight, or within FIVE (5) KILOMETERS without Line-of-Sight of the uTP location.</p>	
	<p>However, an uTP Build-Out Annual Cost (uTP-Annual-Cost) corresponding for the necessary build-out to reach the intermediate handover location shall be added to the</p>	

	OFFERED PRICE for the purpose of evaluation:	
2.1.1	If with Line-of-Sight and a total bandwidth not more than FIFTY (50) Mbps, ONE HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED PESOS (P148,200.00) PER YEAR shall be added; or	
2.1.2	If with Line-of-Sight with a total bandwidth not more than TWO HUNDRED FIFTY (250) Mbps, TWO HUNDRED TWENTY TWO THOUSAND SIX HUNDRED PESOS (P222,600.00) PER YEAR shall be added; or	
2.1.3	If without Line-of-Sight, NINETY FIVE THOUSAND EIGHTY HUNDRED EIGHTY PESOS (P95,880.00) PER KILOMETER PER YEAR shall be added.	
	BIDDERS shall be responsible for determination if Line-of-Site exists.	
3	<b>MUNICIPAL TERMINATION POINTS (mTP).</b> A SERVICE shall virtually connect one (1) or more termination points of the type "mPoP" to at least one (1) termination point of the type "PoP" or "IP Core". All mTPs are listed in <b>Annex 1 (List of Termination Points)</b> .	
3.1	The default location of an mTP shall be the municipal plaza, however in case such does not exist the public area fronting the municipal hall, the nearest central schoolyard, or public health units, in this order, shall instead be used.	
3.2	BIDDERS may propose alternative mTP locations provided they are within THREE (3) KILOMETERS with Line-of-Sight, or within FIVE (5) KILOMETERS without Line-of-Sight of the original location.	
	However, an mTP Build-Out Annual Cost (mTP-Annual-Cost) corresponding for the necessary build-out to reach each of the alternative mTP locations shall be added to the OFFER PRICE for the purpose of evaluation. Depending on whether "Line-of-Sight" to a SIX (6) METER point above ground at a specified location, the following values shall be applied:	

3.2.1	If with Line-of-Sight, ONE HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED PESOS (P148,200) PER YEAR; or	
3.2.2	If without Line-of-Sight, NINETY FIVE THOUSAND EIGHTY HUNDRED EIGHTY PESOS (P95,880) PER KILOMETER PER YEAR.	
	BIDDERS shall be responsible for determination if Line-of-Site exists.	
4	<b>BANDWIDTH.</b> Each SERVICE shall provide the bandwidth specified for the corresponding termination point of types "mPoP" as given in <b>Annex 1.</b>	
4.1	Alternative values for the bandwidth to a mPoP may be offered. It however must not be lower than 70% of the specified value; and,	
4.2	The distribution of bandwidth among the termination points of types "mPoP" in LOT may be changed by the DOST ICTO from time-to-time in increments of 512 kbps but with no allocation of less than 50% of a termination point's specified bandwidth but no more than 150% of the same at any given time, nor higher than 100 Mbps.	
4.2.1	BIDDERS may propose alternative values, or removal of this requirement.	
4.3	The Bandwidth value offered, as specified or modified, will be use as the value of the variable "Offered-Link-Bandwidth" to determine the lowest per-unit-cost (Refer to the Section on Proposal Submission and Evaluation).	
5	<b>AVAILABILITY AND BANDWIDTH PROTECTION.</b> Each SERVICE shall be made 97.9% available with 50% bandwidth protection, OR 99.0% available without bandwidth protection. Availability shall be measured over a 24-hour period at termination points of the types	

	"mPoP".	
5.1	A BIDDER may propose alternative values however none may be lower than 85%.	
5.2	The Availability value offered, as specified or modified, will be use as the value of the variable "Offered-Link-Availability" to determine the lowest per-unit-cost (Refer to the Section on Proposal Submission and Evaluation).	
6	<b>INTERFACE</b>	
6.1	Each SERVICE must provide a Fast Ethernet interface, with an RJ-45 handover, at any termination point, and shall support IEEE 802.1ad.	
6.2	Each SERVICE may use either Copper/Coax/Radio/Fiber Optic facilities, or other equivalent means, to provide the required service.	
7	<b>SERVICE LEVEL REQUIREMENTS</b>  SLR monitoring shall be performed using SNMP, version 2c or higher.	
8	<b>OTHER TECHNICAL REQUIREMENTS</b>	
8.1	Each SERVICE must allow both IPv4 and native IPv6 traffic.	
8.2	Test result/s such as, but not limited to, iperf test shall be used as proof that the link installed passed the link test and is acceptable requirement for link acceptance	
9	<b>SUPPORT SERVICES</b>	
9.1	Each SERVICE shall coordinate with the DOST ICTO, and use the web-based helpdesk service to be provided.	
9.2	Each SERVICE shall provide a fault escalation procedure to DOST ICTO in case of link downtime, and make available	

	<p>specific name(s), e-mail address(es), landline(s) and mobile number(s).</p> <p><b>Note:</b> <i>To be submitted during the postqualification.</i></p>	
10	<b>CHARGING AND REBATES</b>	
10.1	Charging shall be made on a monthly basis.	
10.2	Computation of Allowable Downtime and Liquidated Damages	
10.2.1	Computation of Allowable Downtime shall be based on a 24-hour 7 days a week (24x7) workweek per termination point of type "mPoP".	
10.2.2	<p>Computation of Liquidated Damages shall also be based on a 24-hour 7 days a week (24x7) workweek and shall be deducted from the WINNING BIDDER's monthly subscription cost for every violation incurred. Computation shall be as follows:</p> <p><b>DAILY LIQUIDATED DAMAGES COST (DLDC) = ANNUAL SUBSCRIPTION COST / 365 DAYS</b></p>	
10.3	Network downtime or outages at fault by a SERVICE will have a corresponding rebate.	
10.3.1	A rebate equal to the 1-day penalty of DLDC shall be credited to the DOST ICTO for each day of failure to meet this requirement occurs.	
10.3.2	<p>A sample computation should be provided.</p> <p><i>Note: To be submitted during the postqualification.</i></p>	
10.3.3	The computation of rebates should be transparent to the DOST ICTO.	
11	<b>OTHER REQUIREMENTS</b>	

11.1	<p><u>Without Interest in the System Management &amp; Access (SMA) Service.</u> For this bid, a sworn undertaking not to participate in the bidding for SMA in case of a successful bid may be required to be submitted. A violation of the undertaking may be used as a ground for disqualification for the SMA Service. But in case of the bid for SMA Service, a sworn affidavit that the bidder has no participation, direct or indirect in the SLR Service may also be required. Untruthful statement in the sworn affidavit may also be used as a ground for disqualification.</p> <p><b>Note:</b> <i>To be submitted during the postqualification.</i></p>	
11.2	<p><u>Franchise Requirements.</u> Non-franchise holders may participate in this tender but without prejudice to other legal requirements, particularly with respect to the provisioning of commercial services outside the PROJECT.</p>	
11.3	<p><u>Installations Costs and Other One Time Charges (OTC).</u> No OTCs shall be allowed.</p>	
11.4	<p><u>Taxes &amp; Other Fees.</u> All proposals shall be inclusive of all taxes, installation charges and other one-time costs, and other fees.</p>	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualifications, the same shall give rise to automatic disqualification of our bid.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature Over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Date

# **Section VII.**

## **Negotiation Forms**



**ANNEX "I"**

**STATEMENT OF: (i) ONGOING CONTRACTS and (ii) AWARDED BUT NOT YET STARTED CONTRACTS**

This is to certify that \_\_\_\_\_ has the following completed contracts for the period CY 2012- 2015.

Date of the Contract	Contracting Party	a. Owner's Name b. Address C. Telephone No.	Name of Contract	Kinds of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is: A) Manufacturer B) Supplier C) Distributor

**Name and Signature of Authorized Representative:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Instructions:**

1. State all on-going contracts including those awarded but not yet started (Government and Private Contracts which may be similar or not similar to the project called for bidding as of the **day before the deadline** of submission of bids.
2. If there is **NO** on-going contract including awarded but not yet started as of the abovementioned period, state none or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
4. Name of Contract column, indicates the Nature/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.

**ANNEX "I-A"**

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID**

This is to certify that \_\_\_\_\_ has the following completed contracts for the period CY 2010 - 2015.

Date of the Contract	Contracting Party	a. Owner's Name b. Address c. Telephone No	Name of Contract	Kinds of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is: D) Manufacturer E) Supplier F) Distributor

**Name and Signature of Authorized Representative:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Instructions:**

1. Cut Off Date as of: (i) Up to the day before the deadline of submission of bids.
2. In the column under "Dates", indicate the dates of Delivery/End-User's Acceptance and Official Receipt No.
3. Name of Contract column, indicates the Nature/Scope of the Contract for the DOST-ICT Office to determine the relevance of the entry with the Procurement at hand.

## Annex II

(Supplier's Company Letterhead)

### SUPPLY, DELIVERY AND INSTALLATION OF MUNICIPAL IP TRANSPORT SERVICES

**Bid Ref No. ICTOBAC-WIFI-2015-11-01(Negotiated Procurement)**

---

#### **CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (Please show figures at how you arrived at the NFCC)**

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos \_\_\_\_\_ (P\_\_\_\_\_)** which is at least equal to the Approved Budget for the Contract (ABC). The amount is computed as follows:

NFCC = [{Current Assets minus Current Liabilities} (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

$$\text{NFCC} = (\text{CA-CL}) (K) - C$$

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CERTIFIED CORRECT:

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**Notes:**

- 1. The values of the Supplier's current assets and current liabilities be based on the data submitted to BIR through its Electronic Filing and Payment System.**
- 2. Value of all outstanding or uncompleted contracts refers those listed in Annex-I.**
- 3. The detailed computation using the required formula must be shown as provided above.**
- 4. The NFCC computation must at lease be equal to the total ABC of the project.**

(Supplier's Company Letterhead)

**SUPPLY, DELIVERY AND INSTALLATION OF  
MUNICIPAL IP TRANSPORT SERVICES**

**Bid Ref No. ICTOBAC-WIFI-2015-11-01(Negotiated Procurement)**

**PROTOCOL / UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT  
VENTURE**

This **PROTOCOL / UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**,  
executed by:

\_\_\_\_\_ a sole proprietorship/partnership/corporation duly organized and existing  
under and by virtue of the laws of the Philippines, with offices located at \_\_\_\_\_,  
\_\_\_\_\_, representative herein by \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as  
"\_\_\_\_\_";

-and-

\_\_\_\_\_ a sole proprietorship/partnership/corporation duly organized and existing  
under and by virtue of the laws of the Philippines, with offices located at \_\_\_\_\_,  
\_\_\_\_\_, representative herein by \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as  
"\_\_\_\_\_";

-and-

\_\_\_\_\_ a sole proprietorship/partnership/corporation duly organized and existing  
under and by virtue of the laws of the Philippines, with offices located at \_\_\_\_\_,  
\_\_\_\_\_, representative herein by \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as  
"\_\_\_\_\_"; (hereinafter referred to collectively as "Parties")

For submission to the **Bids and Awards Committee of the Information and  
Communications Technology Office**, pursuant to **Section 23.1 (b)** of the Revised  
Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a Joint Venture in the public bidding that  
will be conducted by **the Information and Communications Technology Office**, pursuant  
Republic Act (R.A.) 9184 and its Implementing Rules and Regulations, with the following  
particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

**Annex III**  
**(page 2 of 2)**

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to the joint cooperation for this bid project, in the event that their bid successful, furnishing the **ICTO BAC** copy thereof within **ten (10) calendar days** from receipt of Notice from the **ICTO BAC** that our bid has the lowest calculated bid or highest rated responsive bid (as the case may be).

For the purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

CERTIFIED CORRECT:

\_\_\_\_\_  
Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Designation

Furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by ICT Office of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by ICT Office under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of ICT Office.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date fist above-written.

Supplier's Representative/Authorized Signature

*[JURAT]*

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines, affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued at \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Doc No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

## Annex IV

(Supplier's Client's Company Letterhead)

### OMNIBUS SWORN STATEMENT

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### AFFIDAVIT

I/We, *[Name of Affiant]*, of legal age, with residence at *[Address of Affiant]*, after having been duly sworn in accordance with law and in compliance with the bidding requirements as contained in the Instruction to Bidders/Bid Data Sheet for the bidding of the **Procurement of IP Transport Municipal Services- Free Wi-Fi Internet Access in Public Places Project**, do hereby certify under oath as follows:

(a)

#### **AUTHORITY OF THE DESIGNATED REPRESENTATIVE**

*(Please check appropriate box and fill up blanks)*

**Sole Proprietor**

That I am the sole proprietor of <<State Company Name/Name of Supplier>> with business address at <<state company/supplier address>>, Telephone Number \_\_\_\_\_, with Fax No. \_\_\_\_\_, and email address \_\_\_\_\_ and as such, I have the full power and authority to do, exercise and perform any and all acts necessary to represent it in the negotiation.

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Specimen Signature :

**Note: Please attach a Special Power of Attorney (SPA), If not the Sole Proprietor/Owner**

**Corporation, Partnership, Cooperative**

That I/We am/are the duly authorized representative/s of <<State Company Name>> with business address at <<state company/supplier address>>, Telephone Number \_\_\_\_\_, with Fax No. \_\_\_\_\_, and email address \_\_\_\_\_, as shown in the attached authority to execute and perform any and all acts necessary and/or to represent our company in the abovementioned negotiations, including signing all negotiation documents and other related documents such as the contracts:

Name : \_\_\_\_\_  
 Title : \_\_\_\_\_  
 Specimen Signature : \_\_\_\_\_

Name : \_\_\_\_\_  
 Title : \_\_\_\_\_  
 Specimen Signature : \_\_\_\_\_

**Note: Please attach duly executed Secretary's Certificate**

**(b)****NON-INCLUSION IN THE BLACKLIST BY ANY AGENCY OR GOVERNMENT INSTRUMENTALITY NOR UNDER SUSPENSION STATUS**

That the firm I/We represent is not currently blacklisted or barred from bidding by any government office/ agency/ corporation or Local Government Unit nor under suspension.

**(c)****AUTHENTICITY OF SUBMITTED DOCUMENTS**

That all the certified true copies of documents submitted by our company are true and faithful reproductions or copies of the originals and all the contents/information contained therein are true and correct and unaltered.

(d)

**AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS**

**THE ICT OFFICE BIDS AND AWARDS COMMITTEE,  
INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE**

**Procurement of Domestic IP Transport Services- Free  
Wi-Fi Internet Access in Public Places Project**

The undersigned duly authorized representative of the Applicant, for and in behalf of the Applicant, hereby submits this Letter of Authorization in relation with Application to apply for Eligibility and to Bid for the subject contract to be bid.

In connection thereat, all public official, engineer, architect, surety company, bank institution or other person, company or corporation named in the eligibility documents and statements are hereby requested and authorized to furnish the Chairperson, ICT Office Bids and Awards Committee/or its duly authorized representative/s any information necessary to verify the correctness and authenticity of any item stated in the said documents and statements or regarding our competence and general reputation.

I/We hereby give consent and give authority to the Chairperson of ICT Office BAC or its duly authorized representative, to verify the authenticity and correctness, of any or all of the documents and statements submitted herein, and that I/We hereby hold myself/ourselves liable, criminally or civilly, for any misrepresentation or false statements made therein which shall be ground for outright disqualification and/or ineligibility, and inclusion of my/our company among the contractors blacklisted from participating in future bidding of the Information and Communications Technology Office, Department of Science and Technology.

(e)

**DISCLOSURE OF RELATIONS**

That for and in behalf of the Bidder, I/We hereby declare that:

- If the bidder is an individual or a sole proprietorship, to the bidder himself;
- If the bidder is a partnership, to all its officers and members;
- If the bidder is a corporation, to all its officers, directors, and controlling stockholders;
- If the bidder is a Joint Venture, to all its partners and members;

are not related by consanguinity or affinity up to the third civil degree with the members of the **Board of Directors**, the **President**, **Officers** or **Employees** having direct access to information that may substantially affect the result of the bidding such as, but not limited to, the **members of the ICT Office BAC**, the **members of the TWG of ICT Office** and the **ICT Office BAC Secretariat**. It is fully understood that the existence of the aforesaid relation by consanguinity or affinity of the Bidder with the aforementioned Officers of the Corporation shall automatically disqualify the Bid.



**(f)**

**COMPLIANCE WITH EXISTING LABOR LAWS AND STANDARDS**

That our company diligently abides and complies with existing labor laws and standards

**(g)**

**BIDDER'S RESPONSIBILITIES**

1. That I/We have taken steps to carefully examine all of the bidding documents;
2. That I/We acknowledge all conditions, local and otherwise affecting the implementation of the contract;
3. That I/We made an estimate of the facilities available and needed for the contract to be bid, if any;
4. That I/We will inquire or secure Supplemental/Bid Bulletins issued for this project;
5. That the submission of all bidding documents shall be regarded as acceptance of all conditions of bidding and all requirements of authorities responsible for certifying compliance of the contract;
6. That I have complied with our responsibility as provided for in the bidding documents and all Supplemental/Bid Bulletins;
7. That failure to observe any of the above responsibilities shall be at my own risk and
8. That I agree to be bound by the terms and conditions stated in the conditions of the contract for this project.

**(h)**

**DID NOT PAY ANY FORM OF CONSIDERATION**

That our company 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; and

**(i)**

**COMPANY OFFICIAL CONTACT REFERENCE**

That our company hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the ICT Office Bids and Awards Committee notices be transmitted.

Telephone No./s: \_\_\_\_\_  
Fax No/s. : \_\_\_\_\_  
E-mail Add/s.: \_\_\_\_\_

It is understood that notice/s transmitted in the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory  
(Signature over Printed Name)

**SUBSCRIBED AND SWORN TO BEFORE ME** this \_\_\_\_\_ day *[month]* *[year]* at *[place of execution]*, Philippines. Affiant is/are personally known to me through competent Evidence of Identity (as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no.\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year]

**NAME OF NOTARY PUBLIC**

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

ote:

*"Sec.12. Competent Evidence of Identity - The phrase" competent evidence of identity" refers to the identification of an individual based on:*

At least one current identification documents issued by an official agency bearing the photograph and signature of the individual, such as but limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, PhilHealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

## Annex V

<p><b>PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.</b></p> <p><b>INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE</b></p> <p><b>FINANCIAL BID FORM</b></p> <p><b>(PRICES MUST BE INCLUSIVE OF VAT)</b></p> <p><b>Supply, Delivery and Installation of dedicated IP Transport Municipal Services</b></p> <p><b>Bid Ref No. ICTOBAC-WIFI-2015-11-01(Negotiated Procurement)</b></p>		
Offer Group	Total No. of Lots (Quantity)	Total Cost (Amount)
Province Group (Annex 2A)		
Island Group (Annex 2B)		
Municipality (Annex 2C)		
<b>Grand Total</b>		
<p>Note: This table is a summary of the proposals based on the Price Schedule (Annex A)</p> <p>1.</p>		
<p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>The financial bid is inclusive of all taxes, duties, transportation costs, delivery charges and all costs relative to the project requirements including installation, testing, commissioning and training.</li> <li>The Supplier shall assume all risks until the goods have been delivered at the site and accepted by ICT Office</li> <li>Do not leave any blanks. Indicate "n/a" if not bidding for a particular lot.</li> </ul>		
<p style="text-align: center;"><b>BIDDER'S UNDERTAKING</b></p> <p>I/We, the undersigned Supplier, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security <b>within ten (10) calendar days</b> from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, this Bid is binding on us.</p>		
<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> Name of Company (in print)		
<div style="border: 1px solid black; width: 100%; height: 40px; margin-bottom: 5px;"></div> Signature of Company Authorized Representative		

Name and Designation (in print)
Date

**DETAILED FINANCIAL PROPOSAL FORM**

Lot Code	Offered Price (1)	uTP Annual Cost (2)	mTP Annual Cost (3)	Effective Bid Offer (4)=(1)+(2)+(3)	Offered Link Bandwidth (5)	Offered Link Availability (6)	Guaranteed Capacity (7)=(5)*(6)	Per Unit Cost (8)=(4)/(7)

Per Unit Cost = Effective Bid Offer / Guaranteed Capacity

Effective Bid Offer = Offered Price + uTP Annual Cost + mTP Annual Cost

uTP Annual Cost :

- a. If with Line-of-Sight and a total bandwidth not more than FIFTY (**50**) Mbps, ONE HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED PESOS (**P148,200.00**) PER YEAR shall be added; or
- b. If with Line-of-Sight with a total bandwidth not more than TWO HUNDRED FIFTY (**250**) Mbps, TWO HUNDRED TWENTY TWO THOUSAND SIX HUNDRED PESOS (**P222,600.00**) PER YEAR shall be added; or
- c. If without Line-of-Sight, NINETY FIVE THOUSAND EIGHTY HUNDRED EIGHTY PESOS (**P95,880.00**) PER KILOMETER PER YEAR shall be added

mTP Annual Cost:

- a. If with Line-of-Sight, ONE HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED PESOS (**P148,200**) PER YEAR; or
- b. If without Line-of-Sight, NINETY FIVE THOUSAND EIGHTY HUNDRED EIGHTY PESOS (**P95,880**) PER KILOMETER PER YEAR.

Guaranteed Capacity = Offered Link Bandwidth \* Offered Link Availability

- a. Offered Link Bandwidth must not be lower than 70% of the specified value
- b. Offered Link Availability must not be lower than 85%

Note:

1. To be included in **Envelope "B"** - Financial Components
2. This should be filled in reference to **Annex 2A, Annex 2B and Annex 2C.**

## **ANNEX 2: CONSOLIDATED BID FORM**

**Annex 2A – Consolidated Bid Detail (For Province Group)**

**Annex 2B – Consolidated Bid Detail ( For Island Group)**

**Annex 2C – Consolidated Bid Detail ( For Municipality  
Group)**

**ANNEX 3: BID SUMMARY SHEET TEMPLATE**



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

## **BID-SECURING DECLARATION**

### **Bid Ref No. ICTOBAC-WIFI-2015-11-01(Negotiated Procurement)**

**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 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, if I/we have committed any of the following actions:
  - (i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or
  - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared as the Supplier with the Single/Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

(page 2 of 2)

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

**[Insert NAME OF SUPPLIER'S  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant**

**SUBSCRIBED AND SWORN** to [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_, [date issued], [place Issued]  
IBP No. \_\_, [date issued], [place issued]

Doc. No. \_\_\_\_  
Page No. \_\_\_\_  
Book No. \_\_\_\_  
Series of \_\_\_\_.

**Section VIII.**  
**Post Qualification Document**

## Annex VI

(Supplier's Company Letterhead)

### Supply, Delivery and Installation of dedicated IP Transport Municipal Services

Bid Ref No. ICTOBAC-WIFI-2015-11-01(Negotiated Procurement)

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#### COMPANY PROFILE

COMPANY NAME	:
ADDRESS	:
HEAD OFFICE	:
BRANCH	:
TELEPHONE NUMBER/S	:
HEAD OFFICE	:
BRANCH	:
FAX NUMBER/S	:
HEAD OFFICE	:
BRANCH	:
E-MAIL ADDRESS/ES	:
NUMBER OF YEARS IN BUSINESS	:
NUMBER OF EMPLOYEES	:
LIST OF MAJOR STOCKHOLDERS	:
LIST OF BOARD DIRECTORS	:
LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT [at least THREE (3)]	:

\_\_\_\_\_  
Name & Signature of Company Authorized Representative

\_\_\_\_\_  
Position  
\_\_\_\_\_

# **Section IX.**

## **Terms of Reference**