



DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE XII
Regional Center, Brgy. Carpenter Hill, Koronadal City, 9506

PHILIPPINE BIDDING DOCUMENTS
FOR THE
RE-BIDDING OF PROCUREMENT OF
SECONDARY INTERNET SERVICE
PROVIDER FOR THE DSWD FIELD
OFFICE XII REGIONAL AND SUB-
REGIONAL OFFICE (LOT 2)

Project Identification No. DSWD12-RICTMS-2024-02-006

Government of the Republic of the Philippines

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.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



INVITATION TO BID FOR THE

DSWD12-RICTMS-2024-02-006 RE-BIDDING OF PROCUREMENT OF SECONDARY INTERNET SERVICE PROVIDER FOR THE DSWD FIELD OFFICE XII REGIONAL AND SUB-REGIONAL OFFICE (LOT 2)

1. The **Department of Social Welfare and Development Field Office XII**, through the *General Appropriations Act for 2024* intends to apply the sum of the *amount* being the ABC to payments under the contract for each following lot/item:
 - a. Five Million Forty-five Thousand One Hundred Seventy-three Pesos and 33/100 (Php 5,045,173.33) for DSWD12-RICTMS-2024-02-006 RE-BIDDING OF PROCUREMENT OF SECONDARY INTERNET SERVICE PROVIDER FOR THE DSWD FIELD OFFICE XII REGIONAL AND SUB-REGIONAL OFFICE (LOT 2)
2. The **Department of Social Welfare and Development Field Office XII** now invites bids for the above Procurement Project. Delivery of the Goods is required to commence by **Forty-five (45) days upon receipt of PO and with Eight (8) months contract duration**. 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.
 - a. 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 Field Office XII – Bids and Awards Committee Secretariat Office** and inspect the Bidding Documents at the address given below during **8:00a.m. to 5:00 p.m.**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **April 03, 2024 to April 16, 2024, 05:00 p.m.** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos Only (Php10, 000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

6. The **Department of Social Welfare and Development Field Office XII** conducted the Pre-Bid Conference¹ last **March 04, 2024, 10:00 a.m.** at **DSWD Field Office 12, Regional Center, Brgy. Carpenter Hill, Koronadal City**, which was opened to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below on or before **April 17, 2024, 9:30 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening and evaluation shall be on **April 17, 2024, 10:30 a.m.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Prospective bidders are hereby reminded, as follows:
 - a. Bidding documents for Eligibility and Financial Envelopes shall comprise the following:
 - i. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
*One (1) mother Envelope for Technical Component Documents, composed of three (3) sub envelopes for (ORIGINAL, COPY 1, and COPY 2).
 - ii. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
*One (1) mother Envelope for Financial Component Documents, composed of three (3) sub envelopes for (ORIGINAL, COPY 1, and COPY 2).
11. The **Department of Social Welfare and Development Field Office XII** 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.

¹ 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.

12. For further information, please refer to:

DSWD 12 – BAC Secretariat Head

Administrative Division – Procurement Section

DSWD Field Office 12, Regional Center, Brgy. Carpenter Hill, Koronadal City, 9506
procurement.fo12@dswd.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:

<https://fo12.dswd.gov.ph/bid-bulletin/>

<https://www.philgeps.gov.ph>

April 02, 2024

(SGD.)

JACKIYA A. LAO

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 Field Office XII** wishes to receive Bids for the ***RE-BIDDING OF PROCUREMENT OF SECONDARY INTERNET SERVICE PROVIDER FOR THE DSWD FIELD OFFICE XII REGIONAL AND SUB-REGIONAL OFFICE (LOT 2)***, with identification number ***DSWD12-RICTMS-2024-02-006***.

The Procurement Project (referred to herein as “Project”) is composed of one lot or item, 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 ***2024 Approved GAA*** in the amount of Five Million Pesos Only (Php 5,000,000.00) for Lot 1 and Five Million Forty-five Thousand One Hundred Seventy-three Pesos and 33/100 (Php 5,045,173.33) for Lot 2.

2.2. The source of funding the **General Appropriations Act**.

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 exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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:
 - a. For the procurement of Expendable Supplies: **The Bidder must have completed a single contract that is similar to this Project, equivalent to at fifty percent (50%) 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:
 - a. **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity held the pre-bid conference for this Project last **March 04, 2024, 10:00 a.m.** and at its physical address **DEPARTMENT OF SOCIAL WELFARE**

AND DEVELOPMENT FIELD OFFICE 12, Regional Center, Brgy. Carpenter Hill, Koronadal City as indicated in paragraph 6 of the **IB**.

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**, **on/or before April 07, 2024 or at least ten (10) calendar days before the deadline** set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **Two (2) Years prior to the deadline for the submission and receipt of bids**.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - 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 the **BDS**.

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 Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **August 17, 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

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.

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.

² 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.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's 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 may be. In this case, the Bid Security as required by **ITB** Clause 14 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 One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. Within a **non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.**

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Internet Service Provider. b. Completed within at least two (2) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed</i>
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than Php 100,903.47 or the amount equivalent to two percent (2%) of ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 100,903.47 or the amount equivalent to five percent (5%) of ABC if bid security is in Surety Bond.
19.1	<ol style="list-style-type: none"> 1. <i>All forms must be submitted using the prescribed format provided by the Procuring Entity and completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.</i> 2. <i>Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder, otherwise, bids shall be subject to an outright disqualification.</i>
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice of Post Qualification from the BAC that the supplier has the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB), the Supplier shall submit and/or present the following requirements for Post Qualification in accordance to Section 34 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA9184:</p> <p>1. Present original copy of the following:</p>

a. Latest Income Tax Return and Business Tax Return (**For 3rd Quarter of 2023**)

b. Latest Value Added Tax (VAT) Return (**For 3rd Quarter of 2023, if applicable**)

Only tax returns filed and taxes paid through the BIR Electronic Filing & Payment System (EFPS) shall be accepted.

c. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)

d. Valid Registration Certificate from 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;

e. Valid Business/Mayor's permit issued by the city or municipality where the principal place of business of the bidder is located;

f. Valid Tax Clearance per EO 398, Series of 2005, as finally reviewed and approved by the BIR;

g. Bureau of Internal Revenue (BIR) Registration Certificate.

h. Copy of Contracts or PO's, Notice of Award (NOA) and Notice to Proceed (NTP) for all On-going contracts

i. End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt/s (duplicate or triplicate copy) relative to Single Largest Completed Contract

j. Company profile and Organizational Chart. Company printed brochure may be included.

k. Vicinity Map/Location of the business.

l. Other appropriate licenses and permits required by law and stated in the Bidding Documents.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

NOTE: FOR POST QUALIFICATION PURPOSES ONLY

20.3	<p>Each Bidder shall submit the following in one (1) “mother” envelope duly sealed and labeled, containing two (2) sets of envelopes:</p> <p>First envelope containing three (3) sets of Eligibility and Technical documents duly sealed and marked as Original Copy, Copy One and Copy Two.</p> <p>Second envelope containing three (3) sets of Financial Bid documents duly sealed and marked as Original Copy, Copy One and Copy Two.</p>
20.4	<p>All envelopes shall be labeled/marked as follows:</p> <p>TO : JACKIYA A. LAO</p> <p>CHAIRPERSON</p> <p>BIDS AND AWARDS COMMITTEE DSWD-FIELD OFFICE 12</p> <p>FROM : _____</p> <p>(Name of Bidder in Capital Letters)</p> <p>ADDRESS: _____ (Address of Bidder in Capital Letters)</p> <p>PROJECT:</p> <p>RE-BIDDING OF PROCUREMENT OF SECONDARY INTERNET SERVICE PROVIDER FOR THE DSWD FIELD OFFICE XII REGIONAL AND SUB-REGIONAL OFFICE (LOT 2)</p> <p>BID REF NO.: ITB NO.</p> <p>DSWD12-BANGUN-2024-02-001-LOT2</p> <p>Approved Budget for the Contract : Lot 2- ₱5,045,173.33</p> <p>DO NOT OPEN BEFORE: 17 APRIL 2024; 10:30 A.M.</p>
21.2	<i>No further instructions</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 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.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The supply and delivery of the contract will commence within 45 Days Upon Receipt of Purchase Order</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>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.</p> <p>Spare Parts – Not applicable</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>Transportation –</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows: Please refer to attached TOR</p> <p>Partial payment must correspond to the value of goods delivered and accepted after the appropriate inspection and acceptance procedures.</p> <p>Proof of deliveries (delivery receipts or acknowledgement receipts) must be signed by an authorized person to support claims for payment. Proof of Deliveries (Delivery Receipts/Acknowledgment Receipts) must be signed by authorized person to support claims for payment.</p>
4	<p>The inspections and tests that will be conducted by the Inspection (DSWD Inspection Committee), and Final Acceptance by the DSWD Acceptance Committee, and End-User.</p>

Section VI. Schedule of Requirements

DSWD12-RICTMS-2024-02-006 RE-BIDDING OF PROCUREMENT OF SECONDARY INTERNET SERVICE PROVIDER FOR THE DSWD FIELD OFFICE XII REGIONAL AND SUB-REGIONAL OFFICE LOT 2

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<p>Procurement of Secondary Internet Service for the DSWD Field Office XII Regional and Sub-Regional Offices</p>	1 lot	1 lot	<p>Delivery of the Goods is required to commence by Forty-five (45) days upon receipt of PO and with Eight (8) months contract duration</p>
	<p>The project covers the installation of Dedicated Internet Access (DIA) Internet lines for the Two (2) DSWD Field Office XII and Broadband Internet Service lines and Low Earth Orbit Satellite Internet for Twenty (21) sub-regional sites as listed on Annex A. It involves the following:</p> <ol style="list-style-type: none"> 1. The winning Bidder shall provide optical fiber connectivity, necessary hardware, terminations and other services required to set up the internet connection. 2. The Managed Service Provider will be the Single Point of Contact of DSWD 3. Handles, Facilitate and coordinate with respective Service Providers during Pre and Post installation, configuration and commissioning 4. Facilitates UAT and turnover of service connections to DSWD 			

	<p>5. Facilitate, coordinate and monitor raised concerns and issues regarding Internet connections to and from Service providers and DSWD</p> <p>6. Provision of incident reports and updates in case of connection failure</p> <p>7. Provision of monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization;</p> <p>8. Inclusion of Two (2) allowable transfer of internet service facility per site, in case of relocation of office.</p> <p>9. Provision of 24x7 support services</p> <p>10. Entering into a Service Level Agreement which defines parameters of rebates for non-performance, etc.</p>			
	<p>Subscription Type: Dedicated</p> <p>Bandwidth:</p> <p>Regional Office (Old Building): 1 Gbps</p> <p>Regional Office (New Building): 100Mbps</p> <p>Public IP: Yes</p> <p>Telephone Bundle</p> <p>*with long distance calls: No"</p> <p>Project Duration And Period Of Engagement: Eight (8) Months (May 1 to December 31, 2024)</p> <p>Subscription Type: BroadBand or Dedicated or Internet Satellite</p> <p>Bandwidth: At least 200 Mbps</p>			

	RJJWC RSCC Provincial Office South Cot Provincial Gymnasium SWAD Office 2 (CIU Tacurong) SWAD Office 3 (CIU Midsayap) SWAD Office 4 (CIU Kidapawan) SWAD Office 5 (CIU Koronadal) SWAD Office 6 (Gensan) SWAD Office 7 (Sarangani) City Cluster Office Kidapawan City Cluster Office Gensan SWAD Office (Cotabato City) Municipal Cluster Office Matalam Home for Girls RRCY Provincial Office North Cotabato Amas Provincial Office Sk Isulan Provincial Office Sarangani Alabel SWAD Office 1 (CIU Surallah) Municipal Cluster Office Midsayap Municipal Cluster Office Surallah Dedicated Public IP: Yes Broadband Public IP: No Internet Satellite Public IP: No Telephone Bundle			
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	*with long distance calls: No			
	Project Duration And Period Of Engagement: Eight (8) Months (May 1 to December 31, 2024)			
	Place of Delivery / Venue: DSWD FO XII Regional Office and Sub-Regional Sites			

Conforme:

Name of Company: _____

Signature of Bidder or Authorized Representative: _____

Name and Designation: _____

Date: _____

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

A. DSWD12-RICTMS-2024-02-006 RE-BIDDING OF PROCUREMENT OF SECONDARY INTERNET SERVICE PROVIDER FOR THE DSWD FIELD OFFICE XII REGIONAL AND SUB-REGIONAL OFFICE LOT 2

Item	Specification	Statement of Compliance
<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>		
1	<p>Procurement of Secondary Internet Service for the DSWD Field Office XII Regional and Sub-Regional Offices -1 LOT</p>	
	<p>The project covers the installation of Dedicated Internet Access (DIA) Internet lines for the Two (2) DSWD Field Office XII and Broadband Internet Service lines and Low Earth Orbit Satellite Internet for Twenty (21) sub-regional sites as listed on Annex A. It involves the following:</p> <ol style="list-style-type: none"> 1. The winning Bidder shall provide optical fiber connectivity, necessary hardware, terminations and other services required to set up the internet connection. 2. The Managed Service Provider will be the Single Point of Contact of DSWD 3. Handles, Facilitate and coordinate with respective Service Providers 	

	<p>during Pre and Post installation, configuration and commissioning</p> <p>4. Facilitates UAT and turnover of service connections to DSWD</p> <p>5. Facilitate, coordinate and monitor raised concerns and issues regarding Internet connections to and from Service providers and DSWD</p> <p>6. Provision of incident reports and updates in case of connection failure</p> <p>7. Provision of monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization;</p> <p>8. Inclusion of Two (2) allowable transfer of internet service facility per site, in case of relocation of office.</p> <p>9. Provision of 24x7 support services</p> <p>10. Entering into a Service Level Agreement which defines parameters of rebates for non-performance, etc.</p>	
	<p>Subscription Type: Dedicated</p> <p>Bandwidth:</p> <p>Regional Office (Old Building): 1 Gbps</p> <p>Regional Office (New Building): 100Mbps</p> <p>Public IP: Yes</p> <p>Telephone Bundle</p> <p>*with long distance calls: No"</p> <p>Project Duration And Period Of Engagement: Eight (8) Months (May 1 to December 31, 2024)</p> <p>Subscription Type: BroadBand or Dedicated or Internet Satellite</p> <p>Bandwidth: At least 200 Mbps</p>	

RJJWC RSCC Provincial Office South Cot Provincial Gymnasium SWAD Office 2 (CIU Tacurong) SWAD Office 3 (CIU Midsayap) SWAD Office 4 (CIU Kidapawan) SWAD Office 5 (CIU Koronadal) SWAD Office 6 (Gensan) SWAD Office 7 (Sarangani) City Cluster Office Kidapawan City Cluster Office Gensan SWAD Office (Cotabato City) Municipal Cluster Office Matalam Home for Girls RRCY Provincial Office North Cotabato Amas Provincial Office Sk Isulan Provincial Office Sarangani Alabel SWAD Office 1 (CIU Surallah) Municipal Cluster Office Midsayap Municipal Cluster Office Surallah Dedicated Public IP: Yes Broadband Public IP: No Internet Satellite Public IP: No Telephone Bundle *with long distance calls: No	
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	Project Duration And Period Of Engagement: Eight (8) Months (May 1 to December 31, 2024)	
	Place of Delivery / Venue: DSWD FO XII Regional Office and Sub-Regional Sites	

Conforme:

Name of Company: _____

Signature of Bidder or Authorized Representative: _____

Name and Designation: _____

Date: _____

TERMS OF REFERENCE

I. Project/Activity Information

- a. **Title:** Procurement of Secondary Internet Service for the
DSWD Field Office XII Regional and Sub-Regional Offices
- b. **Duration:** May 1 2024 to December 31, 2024
- c. **Area:** Within Region XII
- d. **Budgetary Requirements:** Five Million Forty Five Thousand One Hundred Seventy
Three Pesos and Thirty Three Centavos Only
(5,045,173.33)
- e. **Source of Fund:** RICTMS-PPD Current MOOE -
Internet Subscription
expense

I. BACKGROUND

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

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

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

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

II. OBJECTIVES

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

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

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

I. DEFINITION OF TERMS

- a. Internet Service Provider (ISP): The entity selected by the Organization to deliver internet connectivity and related services as outlined in this ToR.
- b. Connectivity Requirements: The specific needs and demands of the Organization for internet services, encompassing bandwidth, reliability, and performance expectations.
- c. Reliability: The ability of the ISP to consistently provide internet services with minimal downtime or interruptions.
- d. Security and Compliance: Adherence to industry standards and regulations concerning data security, privacy, and cybersecurity measures.
- e. Scalability: The capacity of the ISP to expand or adapt services to accommodate the Organization's changing connectivity needs.
- f. Cost-Effectiveness: The balance between the quality and cost of internet services, ensuring that services are affordable and provide value for investment.
- g. Technical Support: The provision of responsive and effective technical support and maintenance services to address connectivity issues.
- h. Service Level Agreements (SLAs): Formal agreements between the Organization and the ISP, specifying performance standards, response times, and issue resolution procedures.
- i. Redundancy: Measures put in place to ensure business continuity in the event of network failures.
- j. Quality of Service (QoS): The level of performance provided by the ISP in terms of low latency, efficient data transfer, and minimal disruptions.
- k. Knowledge Transfer: The process by which the ISP facilitates the transfer of knowledge and expertise to the Organization's internal teams to enhance in-house management of connectivity systems.
- l. Business Continuity: The capacity to maintain operations in the face of connectivity interruptions, outages, or unforeseen technical issues.

- m. Environmental Responsibility: Efforts made by the ISP to minimize the ecological impact of its services and align with environmental sustainability practices.
- n. Legal and Ethical Compliance: Adherence to legal requirements and ethical principles, including copyright laws, data handling ethics, and human rights considerations.

II. SCOPE OF SERVICES

The project covers the installation of **Dedicated Internet Access (DIA) Internet lines, Broadband Internet Service lines and Low Earth Orbit Satellite Internet** for the **Two (2) DSWD Field Office XII and Twenty(21) sub-regional sites** as listed on **Annex A**. It involves the following:

- a. The winning Bidder shall provide optical fiber connectivity, necessary hardware, terminations and other services required to set up the internet connection.
- b. The Managed Service Provider will be the Single Point of Contact of DSWD
- c. Handles, Facilitate and coordinate with respective Service Providers during Pre and Post installation, configuration and commissioning
- d. Facilitates UAT and turnover of service connections to DSWD.
- e. Facilitate, coordinate and monitor raised concerns and issues regarding Internet connections to and from Service providers and DSWD
- f. Provision of incident reports and updates in case of connection failure;
- g. Provision of monthly utilization graphs and/or MRTG tool or any equivalent software for monitoring of link quality and bandwidth utilization;
- h. Inclusion of Two (2) allowable transfer of internet service facility per site, in case of relocation of office.
- i. Provision of 24x7 support services; and
- j. Entering into a Service Level Agreement which defines parameters of rebates for non-performance, etc.

III. PROJECT DURATION AND PERIOD OF ENGAGEMENT

Eight (8) months service subscription and payment will be done on a monthly basis. Statement of Account (Inclusive of Tax) will arrive in the 3rd week of the preceding month (3 months of Grace Period every monthly billing) except for the last month

when it will be delivered 10-15 days before the last quarter end (Progressive billing).

IV. PROJECT COST (Budgetary Requirements)

The Organization has allocated a total budget of PHP **5,045,173.33** for the procurement of Internet Services to meet its internet connectivity needs.

V. SUBMISSION OF REPORTS, OUTPUTS AND DELIVERABLES

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

a. Pre-Installation

1. Provide detailed work plan specifying installation design, detailed activities, network diagram showing connectivity from end user's datacenter up to the last mile and timelines (ISP to fill up WORK PLAN form as attachment 2)

b. Actual Installation

1. Provide and install a Channel Service Unit/Data Service Unit (CSU/DSU) modem at both ends of the Internet connections.
2. Provide and install a Router at both ends of the Internet connections.
3. Provide internet connectivity directly to the end user's server room, including materials needed for the purpose. This includes provision for the installation of cables/insulation using industry standard and materials.
4. Complete the delivery, installation and configuration within forty-five (45) calendar days from the receipt of the Purchase Order. Otherwise, the winning bidder shall pay the corresponding penalties/liquidated damages in the amount of one tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay.

c. Configuration

1. Configure modem for specified connection requirements;
2. Configure router to the equivalent direct Internet connection speed;
3. Configure backup router, if any;
4. Set up one (1) Public IP address per subscription.

d. Testing Period

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

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

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

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

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

e. Implementation

1. Shall maintain all equipment in proper working order
2. Provide an escalation list and procedure in reporting faults and outages.
3. Provider must immediately advise DSWD FO XII any downtime occurrence or if any case the internet rerouted to a backup link.
4. Providers must have standby equipment to immediately replace the existing equipment once found defective.
5. All Low Earth Orbit Satellite Internet hardware included in this project are properties of DSWD and shall not be returned to the Service Provider once the contract has ended/terminated.

f. Rebates

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

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

Credit for Interruptions to service will be allowed as follows:

Interruptions of 24 Hours or less

Length of Interruption	Credit
Less than 30 minutes	None
30 – 179 minutes	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 minutes	3 days

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.

g. Maintenance

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

VI. INSTITUTIONAL ARRANGEMENTS

a. **The Managed Network Service Provider (Firm)**

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

b. **The DSWD Field Office XII.**

- a. Grant the Managed Network Service Provider 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 XII personnel;
- b. Responsible for the safe custody and use of the equipment installed by the ISP provider;
- c. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the ISP provider;
- d. Issue Certificate of Inspection and Acceptance as stipulated in Section XIII, Item d.

VII. QUALIFICATIONS OF THE SERVICE PROVIDER

- a. The Service Provider should have done at least three (3) successful similar projects with certifications and proof of satisfactory service from the clients.

- b. The Service Provider must have a Project Manager Certificate with 5 years experience in managing large-scale projects.
- c. The Service Provider or its affiliates/partners must have at least one (1) dedicated expert/ certified/ licensed engineer with certification such as CCNA or CCNP or CCIE or any equivalent certifications.
- d. The bidder must provide seven days a week and 24 hours per day coverage for technical assistance and/or helpdesk facilities. Any problem should be resolved within a maximum of 24 hours after the notification.
- e. The bidder must have a Network Monitoring System (NMS) supported by a qualified and experienced engineers/technical support team.
- f. The Service Provider or its affiliates/partners must have an existing Incident/Network Operation Center where network management is done.
- g. Must have an Office in Cebu City with operational hours of 8AM – 5PM Monday to Friday and capable of providing extended support 24/7
- h. Must have a dedicated Service Desk Engineer for this Project with the following key role
 - 1. Act as the single point of contact to support end user connection related concerns
 - 2. Log, report, monitor and update tickets to respective Service providers.
 - 3. Follow the standard policies and procedures for ticket triage.
 - 4. Ticket monitoring from the onset to resolution.
 - 5. Perform basic support tasks and escalate issues for complex requests.
 - 6. Record, track and document service desk requests and problem-solving processes, including all successful and failed actions taken through to final resolution

VIII. CRITERIA FOR EVALUATION FOR SHORTLISTING, TECHNICAL REQUIREMENTS

- a. Bidders must submit a detailed work plan specifying installation design, detailed activities, connectivity diagram from end user premise up to the last mile and timelines.
- b. To ensure redundancy and continuous operations in case one internet service becomes unavailable, the network provider for Two (2) DSWD Field Office

and twenty-one (21) Sub-Regional Offices should be different from that of the Secondary Internet Services.

- c. Subscribed lines should be fully fiber optic from ISP up to the last mile.
- d. The bidders must be compliant with the following parameters:
 - 1. Bandwidth and Connectivity Support
 - i. Guaranteed dedicated 1:2.5 ratio symmetrical and bandwidth from clients to the global internet
 - ii. Immediate problem isolation and resolution
 - iii. Provide corrective service information and configuration
 - iv. Remote system monitoring and reporting (MRTG or any equivalent software of each of the sites)
 - 2. Internet Bandwidth

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

Table 2. Secondary Internet Service Specifications

OFFICE	Subscription Type	Bandwidth	Public IP	Telephone Bundle *with long distance calls
REGIONAL OFFICE (OLD BUILDING)	DEDICATED	1 Gbps	Yes	No
REGIONAL OFFICE (NEW BUILDING)	DEDICATED	100 Mbps	Yes	No
RJJWC KORONADAL	LOW EARTH ORBIT SATELLITE INTERNET/BROADBAND/DEDICATED	At least 200 Mbps	Dedicated: Yes	No
HOME FOR GIRLS				No
RSCC				No
RRCY			LOW EARTH ORBIT SATELLITE INTERNET: NO	No
PROVINCIAL OFFICE NORTH COTABATO AMAS			No	
PROVINCIAL OFFICE SK ISULAN			BROADBAND: NO	No

PROVINCIAL OFFICE SOUTH COT PROVINCIAL GYMNASIUM				No
PROVINCIAL OFFICE SARANGANI ALABEL				No
SWAD OFFICE 1 (CIU SURALLAH)				No
SWAD OFFICE 2 (CIU TACURONG)				No
SWAD OFFICE 3 (CIU MIDSAYAP)				No
SWAD OFFICE 4 (CIU KIDAPAWAN)				No
SWAD OFFICE 5 (CIU KORONADAL)				No
SWAD OFFICE 6 (GENSAN)				No
SWAD OFFICE 7 (SARANGANI)				No
CITY CLUSTER OFFICE KIDAPAWAN				No
CITY CLUSTER OFFICE GENSAN				No
SWAD OFFICE (COTABATO CITY)				No
MUNICIPAL CLUSTER OFFICE MIDSAYAP				No
MUNICIPAL CLUSTER OFFICE MATALAM				No
MUNICIPAL CLUSTER OFFICE SURALLAH				No

1. Service Restoration and Quality of Service (QoS) Levels
 - i. 8am x 5pm NBD (Next Business Day) response time
 - ii. Down / Disconnected sites must be up and running within reasonable time upon receipt of the report.
2. 24 x 7 Help Desk Support Services
 - i. Receive and respond to problem reports and user requests
 - ii. Provide first level technical support with regards to internet connectivity
3. The DIA subscriptions must have at least One (1) Usable Public IP Address each.
4. IPv6 compliant.

III. 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.

ANNEX "A"

Annex A - List of DSWD FO XII Regional and Sub-regional Sites

No	Site	Address	Coordinates
1	Regional Office (Old Building)	Purok Bumana-ag Barangay Zone III Koronadal City South Cotabato	6.4888846767983015, 124.85157318382342
2	Regional Office (New Building)	Regional Center Barangay Carpenter Hill Koronadal City South Cotabato	6.452084257872404, 124.87588000503959
3	RJJWC Koronadal	Delgado St. Barangay Zone III Koronadal City South Cotabato	6.492811715901626, 124.84156496116012
4	Home for Girls	Tantangan South Cotabato	6.524365734420543, 124.81087340500042
5	RSCC	Purok Bagong Sikat Barangay GPS Koronadal City South Cotabato	6.499760066571817, 124.85596952316185
6	RRCY	Bukay Pait Tantangan South Cotabato	6.558344945474702, 124.76688674296898
7	Provincial Office North Cotabato Amas	Provincial Capitol Site North Cotabato Province	7.0628618315603555, 124.96770663589513
8	Provincial Office SK Isulan	Diosdado Macapagal Gymnasium, Isulan - Tacurong City Rd, Isulan, Sultan Kudarat	6.645628703914582, 124.61057133987173
9	Provincial Office South Cotabato Provincial Gymnasium	Alunan Avenue South Cotabato Gymnasium Koronadal City South Cotabato	6.497676903244285, 124.84083209554375
10	Provincial Office Sarangani Alabel	Provincial Capitol Site Alabel Sarangani	6.102783182417038, 125.2719104129811
11	SWAD Office 1 (CIU Surallah)	Banga to Isulan Road Surallah South Cotabato	6.369542767412242, 124.74502040716347
12	SWAD Office 2 (CIU Tacurong)	Bonifacio Street Poblacion Tacurong City Sultan Kudarat (Front of Fire Station)	6.691451696122663, 124.67535330748909

13	SWAD Office 3 (CIU Midsayap)	Midsayap (Inside Dr. Amado Diaz Provincial Foundation Hospital) North Cotabato Province	7.189513667328443, 124.53073018660857
14	SWAD Office 4 (CIU Kidapawan)	Amas Kidapawan (Inside Cotabato Provincial Capitol) North Cotabato Province	7.061785654608142, 124.96911342402622
15	SWAD Office 5 (CIU Koronadal)	Delgado St. Barangay Zone III Koronadal City South Cotabato	6.492811715901626, 124.84156496116012
16	SWAD Office 6 (Gensan)	Pendatun Avenue Unihub General Santos City South Cotabato	6.117744377085353, 125.17003835846889
17	SWAD Office 7 (Sarangani)	Pendatun Avenue Unihub General Santos City South Cotabato	6.117744377085353, 125.17003835846889
18	City Cluster Office Kidapawan	Poblacion Kidapawan City	7.006972063217171, 125.09544432070668
19	City Cluster Office Gensan	Matalam St. General Santos City	6.114394743823293, 125.17272109279845
20	SWAD Office (Cotabato City)	Cotabato City Rosary Heights Door # 4, DTAB HOMES Building Ortoste Street	7.205071845812792, 124.24218650626958
21	Municipal Cluster Office Midsayap	Poblacion 3 Midsayap Cotabato Province	7.190781259175228, 124.53300994761291
22	Municipal Cluster Office Matalam	Manuel L. Quezon Street North Cotabato Province	7.083401613871358, 124.90161889323174
23	Municipal Cluster Office Surallah	Jasmin Street Poblacion Surallah South Cotabato	6.376924152892467, 124.7473791783796

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the

potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

AUTHORITY OF SIGNATORY

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of _____ Project ID-No. _____ by the _____; and that if awarded the project shall enter into a contract with the _____; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__ affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

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

BID FORM

Date : _____
 Project Identification No. : _____

To: **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**
REGIONAL OFFICE XII
Brgy. Carpenter Hill,
Koronadal City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers _____ *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]*

_____ *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

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

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

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

The undersigned is authorized to submit the bid on behalf of _____ *[name of the bidder]* as evidenced by the attached _____ *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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.: _____

To: **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**
REGIONAL OFFICE XII
Brgy. Carpenter Hill,
Koronadal City

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20___ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Single Largest Completed Government & Private Contracts which are similar in nature

Business Name: _____

Business Address: _____

Name of Completed Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work/Goods	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion
3. Certificate of Acceptance

Submitted by: _____
Printed Name & Signature

Designation: _____

Date : _____

Statement of all Government & Private Contracts completed which are similar in nature

Business Name: _____

Business Address: _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion
3. Certificate of Acceptance

Submitted by: _____
Printed Name & Signature

Designation: _____

Date : _____