

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of Internet Service Provider (ISP 2) for the DSWD Field Office II and Sub-Regional Offices P 5,361,688.00**

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.

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>8</b>
1. Scope of Bid .....	11
2. Funding Information.....	11
3. Bidding Requirements .....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	11
5. Eligible Bidders.....	11
6. Origin of Goods .....	12
7. Subcontracts .....	12
8. Pre-Bid Conference .....	12
9. Clarification and Amendment of Bidding Documents .....	12
10. Documents comprising the Bid: Eligibility and Technical Components .....	13
11. Documents comprising the Bid: Financial Component .....	13
12. Bid Prices .....	13
13. Bid and Payment Currencies .....	14
14. Bid Security .....	14
15. Sealing and Marking of Bids .....	15
16. Deadline for Submission of Bids .....	15
17. Opening and Preliminary Examination of Bids .....	15
18. Domestic Preference .....	15
19. Detailed Evaluation and Comparison of Bids .....	15
20. Post-Qualification .....	16
21. Signing of the Contract .....	16
<b>Section III. Bid Data Sheet .....</b>	<b>17</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>19</b>
1. Scope of Contract .....	20
2. Advance Payment and Terms of Payment .....	20
3. Performance Security .....	20
4. Inspection and Tests .....	20
5. Warranty .....	21
6. Liability of the Supplier .....	21
<b>Section V. Special Conditions of Contract .....</b>	<b>22</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>28</b>
<b>Section VII. Technical Specifications .....</b>	<b>29</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>39</b>

# *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***



## Procurement of Internet Service Provider (ISP 2) for the DSWD Field Office II and Sub-Regional Offices

1. The **Department of Social Welfare and Development** through the Government of the Philippines (GOP), funded under ICTMS 200000100001000 intends to apply the sum of **Five Million Three Hundred Sixty-One Thousand Six Hundred Eighty-Eight Pesos (P5,361,688.00)** being the ABC to payment under the contract for **“Procurement of Internet Service Provider (ISP 2) for the DSWD Field Office II and Sub-Regional Offices”**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Department of Social Welfare and Development Field Office 02** now invites bids for the above Procurement Project. Delivery of the Goods is required by *30 Calendar days*. Bidders should have completed, within five (5) 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 02** and inspect the Bidding Documents at the address given below from **8:00AM-5:00PM, Monday-Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 27, 2024 - March 19, 2024** from the given address 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 (P 10,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *personally*.
6. The **Department of Social Welfare and Development** will hold a Pre-Bid Conference<sup>1</sup> on March 6, 2024 @ 10:00 A.M. at the **Department of Social Welfare and Development Field Office 02, Conference Hall**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before March 19, 2024 @ 10:00 A.M. late bids shall not be accepted.

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on March 19, 2024 @ 10:00 A.M. at the ***Department of Social Welfare and Development Field Office 02, Conference Hall***. Bid will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***Department of Social Welfare and Development*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**THE BAC CHAIRPERSON**

Bids and Awards Committee  
c/o BAC Secretariat  
DSWD FO 02, Carig, Tuguegarao City  
Tel. No. 078-304-1004

Original signed  
CELSO L. ARAO JR.  
BAC Chairperson

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *Department of Social Welfare and Development* wishes to receive Bids for the “**Procurement of Internet Service Provider (ISP 2) for the DSWD Field Office II and Sub-Regional Offices**” with identification number 2024-02-0003.

The Procurement Project (referred to herein as “Project”) is composed of 1 lot, 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 *FY 2024* in the amount of **Five Million Three Hundred Sixty-One Thousand Six Hundred Eighty-Eight Pesos (P 5,361,688.00)**.

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When the Goods sought to be procured are not available from local suppliers; or
- 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:
- 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *Department of Social Welfare and Development Field Office 02, Conference Hall* 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**, 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 five (5) years from the date of submission and receipt of bids, a contract similar to the project from the date of submission and receipt of bids, a contract similar to the Project 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.
- 11.5.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### 13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

- a. Philippine Pesos.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 14.2. The Bid and bid security shall be valid until *120 Calendar Days*. 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.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall



consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. 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.

## **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***

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. <i>Procurement of Internet Services</i></li> <li>b. Completed within Five years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>
12	The price of the Goods shall be quoted DDP <i>Tuguegarao City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than P 107,233.76 <i>[Indicate the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than P 268,084.4 <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>
19.3	<b>Procurement of Internet Service Provider (ISP 2) for the DSWD Field Office II and Sub-Regional Offices</b> with an ABC of <b>Five Million Three Hundred Sixty One Thousand Six Hundred Eighty Eight Pesos (P 5,361,688.00)</b> .
20.2	Bidders are required to bring their original Licenses/Registrations/ certificates for appropriate authentication/validation
21.2	N/A

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### **4. Warranty**

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

#### **5. 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***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered at <b>1. Regional Office (DSWD Field Office II, Regional Government Center, Carig Sur, Tuguegarao City), 2. POO Cagayan (San Gabriel Village, Tuguegarao City), 3. POO/SWAD Ilagan (Alibagu Ilagan City, Isabela), 4. POO Nueva Vizcaya (Bayombong, Nueva Vizcaya), 5. POO/SWAD Quirino (Cabarroguis, Quirino), 6. Regional Rehabilitation Center for Youth – Enrile (Roma, Enrile, Cagayan), 7. Reception and Study for Women and Girls – Solana, Cagayan, 8. Regional Haven for Women and Girls – Solan, Cagayan, 10. SWAD Santiago Office (Four Lanes, Santiago, Isabela), 11. SWAD Lal-lo (Aladino M. Dupaya, Sr. Sports Gymnasium, Cagayan Valley Road, Lal-lo, Cagayan), 12. SWAD Abulug (Libertad, Abuliug, Cagayan Landmark: Near Police Station), 13. SWAD Roxas (Astrodome, M.H. Del Pilar Street, Roxas, Isabela), 14. Ugac Regional Warehouse Luna Street, Ugac Sur, Tuguegarao City, Cagayan), 15. SWAD Batanes (3rd Floor, Residential Care Center Building, Barsana St. Brgy Kayhuvokan, Basco Batanes)16. SWAD Gattaran (DSWD Office, 2nd Floor, Public Market, Centro Norte (Pob), Gattaran, Cagayan, 3508</b></p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>at DSWD Field Office 02 Carig Sur, Tuguegarao City.</i> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Mr. Bernardo E. Juan.</i></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> </ol>



	<ul style="list-style-type: none"> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>
	<ul style="list-style-type: none"> <li>e. Training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul> <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><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. Following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].</p>

	<p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></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	N/A
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> <li>1. The selected ISP shall notify DSWD FO II in writing seven (7) days prior to the required inspection/testing of the internet service connection.</li> <li>2. The acceptance test procedure shall be in accordance with the following: <ol style="list-style-type: none"> <li>a. The acceptance testing will be undertaken for a period of seven (7) days.</li> <li>b. Broadband internet will have no service interruption during the agreed test period.</li> <li>c. The Internet bandwidth requirement is attained during working hours (i.e., 7:00 a.m. to 7:00 p.m.).</li> <li>d. MRTG should be in place</li> </ol> </li> </ol> <p>If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all these conditions have been duly satisfied continuously for 7 working days.</p>

	<p>Start of the Contractor's billing shall be based on the date of issuance of "Certificate of Acceptance".</p> <p>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 II's own equipment, and international/regional internet backbone problems.</p> <p>3. DSWD FO II 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.</p>
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## ***Section VI. Schedule of Requirements***

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

<b>Item no.</b>	<b>Item Description</b>	<b>QTY</b>	<b>Unit</b>
1	Internet Service Provider 2 for DSWD Field Office and Sub-Regional Offices	1	lot
	<b>Approved Budget of the Contract: P 5,361,688.00</b>		

Delivery Site: DSWD Field Office 02, Brgy. Carig, Tuguegarao City

Delivery Schedule: Within 30 Calendar Days upon receipt of Notice to Proceed

## ***Section VII. Technical Specifications***

# Technical Specifications

ITEM	SPECIFICATIONS	STATEMENT OF COMPLIANCE
1.	<p><b>Internet Service Provider 2 for DSWD Field Office and Sub-Regional Offices</b></p> <p><b>I. SCOPE OF SERVICES</b></p> <p>The project covers the installation of IGATE, Dedicated Internet Access (DIA) and/or Broadband Fiber Internet Service lines for the DSWD Field Office II and Fifteen (15) sub-regional sites as listed on Annex A. It involves the following: The winning Bidder shall provide optical fiber connectivity, necessary hardware, terminations, and other services required to set up the internet connection.</p> <p>Provision of incident reports and updates in case of connection failure;</p> <p>Provision of monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization;</p> <p>Inclusion of Two (2) allowable transfer of internet service facility per site, in case of relocation of office.</p> <p>Provision of 24x7 support services; and</p> <p>Entering into a Service Level Agreement which defines parameters of rebates for non-performance, etc.</p> <p><b>PROJECT DURATION AND PERIOD OF ENGAGEMENT</b></p> <p>Eight (8) months service subscription and payment will be done on a quarterly basis. Statement of Account (Inclusive of Tax) will arrive in the 1st week of the preceding quarter, and for the last quarter, the SOA should be received mid of December.</p> <p><b>SUBMISSION OF REPORTS, OUTPUTS AND DELIVERABLES</b></p> <p>The major outputs of this project are as follows with the aforementioned specification per the scope services:</p> <p>Pre-Installation</p>	

	<p>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)</p> <p><b>Actual Installation</b> Provide and install a Channel Service Unit/Data Service Unit (CSU/DSU) modem at both ends of the Internet connections.</p> <p>Provide and install a Router at both ends of the Internet connections.</p> <p>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.</p> <p>Complete the delivery, installation, and configuration and testing within thirty (30) calendar days from the receipt of the Notice to Proceed. Otherwise, the winning bidder shall pay the corresponding penalties/liquidated damages in the amount of one tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay.</p> <p><b>Configuration</b> Configure modem for specified connection requirements;</p> <p>Configure router to the equivalent direct Internet connection speed;</p> <p>Configure backup router, if any;</p> <p>Set up one (1) Public IP address per subscription as needed.</p> <p><b>Testing Period</b></p> <p>The selected ISP shall notify DSWD FO II in writing seven (7) days prior to the required inspection/testing of the internet service connection.</p> <p>The acceptance test procedure shall be in accordance with the following: The acceptance testing will be undertaken for a period of seven (7) days. Broadband internet will have no service interruption during the agreed test period. The Internet bandwidth requirement is attained during working hours (i.e., 7:00 a.m. to 7:00 p.m.). MRTG should be in place</p> <p>If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all these conditions have been duly satisfied continuously for 7 working days.</p>	
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	<p>Start of the Contractor's billing shall be based on the date of issuance of "Certificate of Acceptance".</p> <p>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 II's own equipment, and international/regional internet backbone problems.</p> <p>DSWD FO II 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.</p> <p>Implementation</p> <p>Shall maintain all equipment in proper working order</p> <p>Provide an escalation list and procedure in reporting faults and outages.</p> <p>Provider must immediately advise DSWD FO II any downtime occurrence or if any case the internet rerouted to a backup link.</p> <p>Providers must have standby equipment to immediately replace the existing equipment once found defective.</p> <p>Rebates</p> <p>Provide industry standard Service Level Agreement (SLA) which shall carry a corresponding "Performance Credit" or rebate in favor of DSWD FO II should any of the committed parameters mentioned below is not met.</p> <p>The selected ISP provider/s should be able to render the following services:</p> <p>Availability Provide 99.5% link uptime in a month.</p> <p>Render 24 hours x 7 days customer service support Support response time 30 minutes for emergency tickets for the following categories: Link connection is down Packet loss, variation in latency Routing issue Twenty-four (24) hours response time for technical problems that require on-site services.</p> <p>Rebate Schedule for Downtime Connection Interruption/Outage</p>	
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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 II 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.

**Maintenance**

Provide a single point of contact for customer support in both areas of network connectivity and Internet access;

Shall respond to request for maintenance at no cost to DSWD FO II;

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 II and

Submit monthly access/usage reports to attest compliance to the SLA.

**INSTITUTIONAL ARRANGEMENTS**

The Service Provider (Firm)

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

The DSWD Field Office II.

Grant the ISP's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned DSWD FO II personnel;

Responsible for the safe custody and use of the equipment installed by the ISP provider;

Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the ISP provider;

Issue Certificate of Inspection and Acceptance as stipulated in Section VIII, Item d.

#### QUALIFICATIONS OF THE SERVICE PROVIDER

The bidder must be a Local Telecommunications Company - Provide certification/Proof from NTC. (provides Voice, Data & Internet). The fiber optic facility shall be owned and operated by the winning bidder. It also has a robust international network capable of supporting even most complicated networks. The service provider must hold multiple points of presence from leading local and international telecommunications providers and carriers.

The bidder must provide proof of full telecommunications redundancy and continuous power.

The bidder must provide proof of capacity and ability to provide maintenance services and technical support.

The bidder must provide seven days a week and 24 hours per day coverage for technical assistance and/or helpdesk facilities. Any problem should be resolved within a maximum of 24 hours after the notification.

The bidder must have a Network Monitoring System (NMS) supported by a qualified and experienced engineers/technical support team.

The bidder must have rendered at least five (5) years of internet service to the different government agencies and private companies.

#### TECHNICAL REQUIREMENTS

Bidders must submit a detailed work plan specifying installation design, detailed activities, connectivity diagram from end user premise up to the last mile and timelines. Bidders are required to conduct site inspection.

There shall be no repeating Service Provider for Internet Service 1, and Internet Service 2. The selected service provider for the Internet Service 1 must no longer participate in the bidding for the Internet Service 2 and so on.

Subscribed lines should be fully fiber optic from ISP up to the last mile.

The bidders must be compliant with the following parameters:

**Bandwidth and Connectivity Support**

Guaranteed dedicated 1:2.5 ratio symmetrical and bandwidth from clients to the global internet

Immediate problem isolation and resolution

Provide corrective service information and configuration

Remote system monitoring and reporting (MRTG of each of the sites)

**Internet Bandwidth**

The bandwidth requirements and specifications for the procurement of

Internet Service 2 lines are shown below:

**Table 1. Internet Service 1 Specifications**

OFFICE	Subscription Type	Bandwidth	Public IP	Telephone Bundle
Regional Office	Dedicated	1 gbps	Yes	No
POO Cagayan	Broadband	1 gbps	Yes	No
POO/SWAD Ilagan	Broadband	1 gbps	Yes	No
SWAD Nueva Vizcaya	Broadband	1 gbps	Yes	No
POO/SWAD Quirino	Broadband	1 gbps	Yes	No
Regional Rehabilitation Center for Youth - Enrile	Broadband	1 gbps	Yes	No
Reception and Study for	Broadband	1 gbps	Yes	No

Women and Girls - Solana				
Regional Haven for Women and Girls - Solana	Broadband	1 gbps	Yes	No
SWAD Santiago	Broadband	1 gbps	Yes	No
SWAD Batanes (GIDA)	Broadband	20 mbps	No	No
SWAD Santiago	Broadband	1 gbps	No	No
SWAD Lal-lo	Broadband	200 mbps	No	No
SWAD Abulug	Broadband	200 mbps	No	No
SWAD Roxas	Broadband	200 mbps	No	No
Ugac Regional Warehouse	Broadband	200 mbps	No	No
SWAD Gattaran	Broadband	200 mbps	No	No
<p>1. 3. Service Restoration and Quality of Service (QoS) Levels</p> <ul style="list-style-type: none"> <li>i. 8am x 5pm NBD (Next Business Day) response time</li> <li>ii. Down / Disconnected sites must be up and running within reasonable time upon receipt of the report.</li> </ul> <p>2. 24 x 7 Help Desk Support Services</p>				

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

**7. 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 - List of DSWD FO II Regional and Sub-regional Sites**

No	Site	Address and Coordinates
1	Regional Office	DSWD Field Office II, Regional Government Center, Carig Sur, Tuguegaro City  (17.655506,121.745756)
2	POO Cagayan	San Gabriel Village, Tuguegarao City (17.622649, 121.720944)
3	POO/SWAD Ilagan	Alibagu Ilagan City, Isabela (17.1032169,121.8629681)
4	POO Nueva Vizcaya	Bayombong, Nueva Vizcaya (16.4854605,121.1451382)
5	POO/SWAD Quirino	Cabarroguis, Quirino (16.5244298,121.5189580)
6	Regional Rehabilitation Center for Youth - Enrile	Roma, Enrile, Cagayan (17.5235339,121.6860892)
7	Reception and Study for Women and Girls - Solana	Solana, Cagayan (17.6284667,121.6803472)

8	Regional Haven for Women and Girls – Solana	Solana, Cagayan (17.628439,121.6796109)
9	SWAD Santiago	SWAD Santiago Office Four Lanes, Santiago, Isabela (16.6892583,121.5560917)
10	SWAD Nueva Vizcaya	Dumlao Stadium, Clisoc Feld Brgy. Don Domingo Maddela, Bayombong, NV (16.47896794710737, 121.14523872863582)
11	SWAD Lal-lo	Aladino M. Dupaya, Sr. Sports Gymnasium, Cagayan Valley Road, Lal- lo, Cagayan  (18.19912082098221, 121.66176431755821)
12	SWAD Abulug	Libertad, Abuliug, Cagayan Landmark: Near Police Station (18.347489, 121.412033)
13	SWAD Roxas	Astrodome, M.H. Del Pilar Street, Roxas, Isabela (17.121119800117167, 121.61925806212138)
14	Ugac Regional Warehouse	Luna Street, Ugac Sur, Tuguegarao City, Cagayan (17.614037,121.722123)
15	SWAD Batanes	3rd Floor, Residential Care Center Building, Barsana St. Brgy Kayhuvokan, Basco Batanes (20.451307, 121.969230)
16	SWAD Gattaran	DSWD Office, 2 <sup>nd</sup> Floor, Public Market, Centro Norte (Pob), Gattaran, Cagayan, 3508 (18.0645780295912, 121.64325890962895)

***Section VIII. Checklist of Technical and  
Financial Documents***



# 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.

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

- (i) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

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

**25 FINANCIAL COMPONENT ENVELOPE**

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

