DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE VII CEBU CITY

BIDDING DOCUMENTS FOR

Provision of Network Services Through Managed Network Service Provider for DSWD Field Office VII Regional and Sub-Regional Offices

ITB No. DSWD7-PB-2024-12

February 2024

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Section I. Invitation to Bid

Project Title: Provision of Network Services through Managed Network Service Provider for DSWD Field Office VII Regional and Sub-Regional Offices

Project Identification No.: ITB No. DSWD7-PB-2024-12

- 1. The Department of Social Welfare and Development, Field Office VII (DSWD-FO VII), through the authorized appropriations for Fiscal Year 2024 General Appropriations Act intends to apply the sum of Seventeen Million Four Hundred Twenty-Nine Thousand Three Hundred Eighty-Six Pesos and 67/100 Only (Php17,429,386.67) as payment under the contract for the Provision of Network Services through Managed Network Service Provider for DSWD Field Office VII Regional and Sub-Regional Offices. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The DSWD Field Office VII now invites bids from PhilGEPS registered suppliers. Delivery of the goods is required within Section VI. Schedule of Requirements. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a Single Largest Completed Contract (SLCC) similar to the Project, at least 50% of the ABC or equivalent to Php8,714,693.34. However, it can also be an aggregate of at least two similar completed contracts, provided that there is one contract equivalent to at least half of the 50% of the ABC amounting to Php4,357,346.67. The SLCC should be supported with the following documents:
 - i. Either of Contract, Purchase Order, Notice of Award or Notice to Proceed, and
 - ii. Either of Certificate of Completion, Certificate of Acceptance, Inspection and Acceptance, Official Receipt / Collection Receipt or Sales Invoice.
- 3. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- 4. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

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 5183.

5. Prospective Bidders may obtain further information from *Department of Social Welfare and Development Field Office VII* and inspect the Bidding Documents at the address given below during *office hours*, 8:00 AM – 5:00 PM.

6. A complete set of Bidding Documents may be acquired by interested Bidders on *February 28, 2024* from the given address and website 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 *Php25,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees, they may present in person or through electronic means.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

As stated in GPPB Resolution No. 09-2020, dated 7 May 2020, PEs to maximize the use of existing rules under RA No. 9184, its IRR and related issuances on the conduct of procurement activities, particularly those meant to streamline, simplify and expedite the conduct of procurement and address the challenges and disruptions brought by calamities and crisis such as the COVID-19 pandemic, such as use of videoconferencing, webcasting and similar technology in the conduct of any of the meetings and determination of quorum by the BAC.

- 7. The DSWD Field Office VII will hold a Pre-Bid Conference on March 7, 2024, Thursday, 1:30 PM at DSWD Field Office VII Conference Room, Cebu City and/or through video-conferencing via Google Meet using the code: procurement7, which shall be open to prospective bidders.
- 8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *March 19, 2024, Tuesday, 1:15PM*. Late bids shall not be accepted.
- 9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 10. Bid opening shall be on March 19, 2024, Tuesday, 1:30PM at DSWD Field Office VII Conference Room, Cebu City and/or via Google Meet using the code: procurement7. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. As stated in Section 22.5.1 of the IRR of RA 9184, request for clarifications on any part of the Bidding Documents or for an interpretation must be in writing and submitted to the BAC of the Procuring Entity concerned at least ten (10) calendar days before the deadline set for the submission and receipt of bids. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, duly signed by the BAC Chairperson, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of bids.
- 12. The *DSWD Field Office VII* 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

13. For further information, please refer to:

AILEEN G. CUEVAS

Head, BAC Secretariat DSWD – Field Office VII M.J. Cuenco corner Gen. Maxilom Avenue, Cebu City Tel. Nos. (032) 2338785 local 17140 and 17149 Email Add: <u>bac.fo7@dswd.gov.ph</u> Website: <u>https://fo7.dswd.gov.ph/</u>

February 28, 2024

Sgd. ROSEMARIE S. SALAZAR Chairperson, Bids and Awards Committee I

Section II. Instructions to Bidders

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General

1. Scope of Bid

The Procuring Entity, DSWD Field Office VII wishes to receive Bids for the **Provision of Network Services Through Managed Network Service Provider** for DSWD Field Office VII Regional and Sub-Regional Offices, with identification number ITB No. DSWD7-PB-2024-12.

The Procurement Project is composed of *one (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 CY 2024 in the amount of *Seventeen Million Four Hundred Twenty-Nine Thousand Three Hundred Eighty-Six Pesos and 67/100 Only (Php17,429,386.67).*

2.2 The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Projects 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 sources 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 the 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:

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its 2016 revised IRR allow foreign bidders to participate;
- (b) 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;
- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) 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 A 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 Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least 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 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. [If Procuring Entity has determined that subcontracting is allowed during the bidding] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. [If subcontracting is allowed during the contract implementation stage] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding maybe changed during the implementation of this contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.

7.4. 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 *March 7*, 2024, *Thursday*, 1:30 PM at DSWD Field Office VII Conference Room, Cebu City and/or through videoconferencing/webcasting 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) 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 [3 years relevant period as provided in paragraph 2 of the **IB**] 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 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in 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 destination18 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 in **Philippine Pesos.**

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 *120 calendar days* from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking 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 8 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 10 of the **IB**. The Bidder's 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 purpose 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 by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

Participating bidders are encouraged to have an existing Landbank of the Philippines (LBP) Account in compliance to DBM Circular Letter No. 2013-16.

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

ITB Clause	
5.3	 For this purpose, contracts similar to the Project shall be: The name of the Contract is <i>Provision of Network Services through Managed Network Services Provider for DSWD Field Office VII Regional and Sub-Regional Offices</i>, similar contracts shall refer to <i>"Network Services through Managed Network Service Provider"</i>. a. Completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP (within the Philippines) 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: a. The amount of not less than <i>two percent (2%) of ABC or equivalent to Php348,587.73</i>, 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 <i>five percent (5%) of ABC</i> or equivalent to <i>Php871,469.33</i>, if bid security is in Surety Bond.
15	Each Bidder shall submit ONLY one (1) original copy of the first and second components of its bid.
19.2	 Detailed Evaluation and Comparison of Bids Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.

	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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment (eFPS) and other appropriate licenses and permits required by law and stated in the BDS .	
	Participating bidders are encouraged to have an existing Landbank of the Philippines (LBP) Account in compliance to DBM Circular Letter No. 2013-16.	
19.3	This project shall be awarded as a whole lot.	
	 Latest Income and Business Tax Returns, filed and paid through Electronic Filing and Payments System (EFPS), consisting of the following: 	
21.2	a. Income Tax Return with proof of payment, and	
	b. VAT Returns (Form 2550Q) with proof of payment covering the period.	

Section IV. General Conditions of Contract

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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 Contracts (SCC).**

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to test the **SCC**, **Section VII** (**Technical Specifications**) shall specify what inspections and/or test 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 nay 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

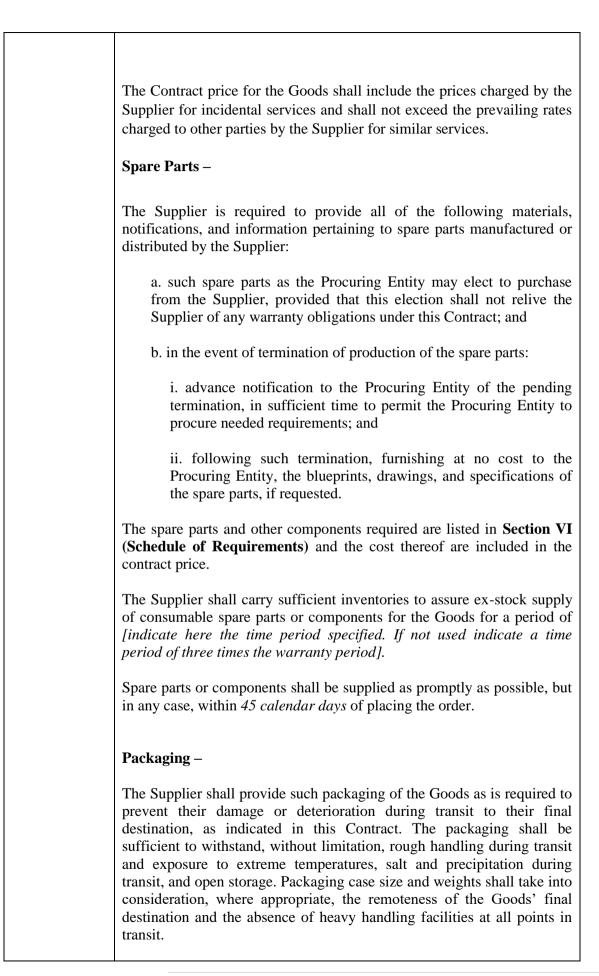
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The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contracts shall be as follows:
	"The delivery terms applicable to this Contract are delivered [within the Philippines]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>as indicated in the contract</i> .
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods.
	b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this
	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.



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	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.
	The outer packaging must be clearly marked on at least four (4) sides as follows:
	Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross Weight Any special lifting instructions Amy special handling instructions Any relevant HAZCHEM classifications
	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.
	Transportation –
	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 by the Supplier, and the cost thereof shall be included in the Contract Price.
	Where the Supplier is required under this Contract to transport the Goods to a specified pace 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.
	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 the 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 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.

	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by the INCOTERMS for DDP deliveries. In case of Goods supplied from within the Philippines or supplies 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.
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial rights arising from use of the Goods or any part thereof.
2.2	The term of payment shall be as follows: "After completion of delivery and after submission of complete and correct documents (Users Acceptance Test), payment shall be arranged thru monthly billing statement or statement of accounts by the Supplier."
4	The inspections and tests that will be conducted are: <i>a. All necessary and appropriate testing for this project.</i>

Section VI. Schedule of Requirements

The delivery schedule expressed in the number of days after receipt of Notice to Proceed stipulates hereafter the delivery date.

NO.	ITEM DESCRIPTION	QUANTITY	UNIT	SCHEDULE OF DELIVERY
110.	Provision of Network Services through Managed Network			Within 45 Calendar
1	Service Provider for DSWD Field Office VII Regional and Sub-Regional Offices	1	lot	Days upon Receipt of Notice to Proceed

I hereby certify to comply and deliver the goods within the above-stated period.

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

Section VII. Technical Specifications

Bidders must state either "Comply" or "Not Comply" in the Statement of Compliance column to each indicated parameter or specification. The bidder's offered item must also be indicated in the Bidder's Remarks column.

Item No.	Specification/s	Statement of Compliance	Bidder's Remarks
А.	SCOPE OF SERVICES		
	The Provision of Managed Network Service Provider who will manage DSWD Field Office 7 requirements on Internet Service Providers (both land and satellite-based internet).		
	The project covers the installation of Dedicated Internet Access (DIA), Broadband Internet Service lines and Low Earth Orbit Satellite Internet for the DSWD Field Office VII and twenty-seven (27) sub-regional sites as listed on Annex A and Operational Management of these Internet Service Providers under the Managed Network Service Provider.		
	Set Parameters of a Managed Network Service Provider (MNSP) who will identify, evaluate, facilitate and managed reputable and distinct Internet Service Providers (both fiber land and satellite based) that will provide reliable and high- quality internet services and that will align with DSWD Field Office VII internet connectivity and networking requirements.		
	 The Parameters are as follows: a. The winning Bidder MNSP (Managed Network Service Provider) shall facilitate the provision of Internet connectivity of different and distinct service providers through optical fiber connectivity, necessary hardware, terminations and other services required to set up the internet connection. b. The Managed Network Service Provider (MNSP) to select, handle, facilitate and coordinate with the different and distinct Internet Service Provider under the parameters set forth by the DSWD Field Office 7 during Pre and Post Installation, configuration and commissioning that includes but not limited to User Acceptance Test (UAT) and Service Connection Turn Over. c. The Managed Network Service Provider (MNSP) will act as the single point of contact between the Internet Service Providers and DSWD Field Office 7. Facilitate, coordinate and monitor raised concerns and issues regarding Internet connections to and from Service providers and DSWD. 		
	 d. The Managed Network Service Provider must have a dedicated Service Desk Engineer for this Project with the following key roles: 		

	1	
	i. Act as the single point of contact to support end-	
	user connection related concerns.	
	ii. Log, report, monitor and update ticket to	
	respective Service providers.	
	iii. Follow the standard policies and procedures for	
	ticket triage.	
	iv. Ticket monitoring from the onset to resolution.	
	v. Perform basic support tasks and escalate issues for	
	complex requests.	
	vi. Record, track and document service desk requests	
	and problem-solving processes, including all	
	successful and failed actions taken through to	
	final resolution.	
	e. Provision of incident reports and updates in case of	
	connection failure;	
	f. Provision of monthly utilization graphs and/or MRTG	
	tool or any equivalent software for monitoring of link	
	quality and bandwidth utilization;	
	g. Inclusion of Two (2) allowable transfer of internet	
	service facility per site, in case of relocation of office.	
	h. Provision of 24x7 support services; and	
	i. Entering into a Service Level Agreement which defines	
	parameters of rebates for non-performance, etc.	
р	PROJECT DURATION AND PERIOD OF	
В.	ENGAGEMENT	
	Eicht (9) months of some iss	
	Eight (8) months of service.	
C	ROLES AND RESPONSIBILITIES OF THE MANAGED	
C.	NETWORK SERVICE PROVIDER	
	> The major outputs of this project are as follows with the	
	aforementioned specification per the scope services:	
	a. Pre-Installation	
	1. The Managed Network Service Provider should provide a	
	Project Implementation Plan	
	2. The Managed Network Service Provider should provide a	
	Responsibility Assignment Matrix	
	3. The Managed Network Service Provider should provide a	
	Project Manager to handle the project execution	
	4. The team must possess expertise and experience in	
	implementing each component of the whole project	
	b. Actual Installation	
	1. Provide and install a Channel Service Unit/Data Service	
	Unit (CSU/DSU) or any equivalent network termination	
	unit.	
	2. Provide and install a Router.	
	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 and piping or molding using industry	
	standard and materials.	
	4. Complete the delivery, installation and configuration	
	within forty-five (45) calendar days from the receipt of the	
1		
1	Notice to Proceed. Otherwise, the winning bidder shall	
	Notice to Proceed. Otherwise, the winning bidder shall pay the corresponding penalties/liquidated damages in the	
	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 avery calendar day of delar	
total contract price for every calendar day of delay.	
c. Configuration	
1. Configure modem or network termination unit for	Dr
specified connection requirements;	
2. Configure router to the equivalent direct Intern	et
connection speed;	
3. Configure backup router, if any;	
4. Set up Public IP address per subscription.	
a. Dedicated Internet Access (DIA)	
IP Address Allocation:	
i. IPv4 Address at least /29 Subnet	
ii. IPv6 compliant	
b. Shared Broadband	
i. Set up one (1) Public IP address per subscription	1
1. Testing Period	
a. The selected network provider shall notify DSWD F	0
VII in writing seven (7) days prior to the require	
inspection/testing of the internet service connection.	
b. The acceptance test procedure shall be in accordance	
with the following:	
i. The acceptance testing will be undertaken for	a
period of seven (7) days;	"
ii. Dedicated and/or Broadband internet will have r	
service interruption during the agreed test period	
iii. The Internet bandwidth requirement is attained	
during working hours (i.e., 7:00 a.m. to 7:0	
p.m.);	
iv. MRTG or any equivalent software should be	in
place; and	
v. Other test parameters that will be agreed by the	ie
parties concern.	
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 continuous	
-	ly
for 7 working days.	
Start of the Contractor's billing shall be based on the	ne
date of issuance of "Certificate of Acceptance".	
During the testing period, the Contractor shall not b	
held liable for performance degradation/interruption	
that are beyond its control such as power outage	
fluctuations or failure or malfunction of DSWD F	
VII's own equipment, and international/region	al
internet backbone problems.	
c. DSWD FO VII shall issue Certificate of Inspection ar	ld
Acceptance to the Provider upon successf	
completion of the testing certifying that the Service	
Provider conforms to Section A and Section C.	
2. Implementation	1
a. Shall maintain all equipment in proper working order.	
b. Provide an escalation list and procedure in reportir	σ
	Έ
faults and outages.	xx7
c. Provider must immediately advise DSWD FO VII ar	
downtime occurrence or if any case the intern	

r			
	rerouted to a backup link.	aninment to immediately.	
	d. Providers must have standby e replace the existing equipment		
	e. All Low Earth Orbit Satellite I		
	in this project are properties of		
	returned to the Service Provi		
	ended/terminated.		
	3. Rebates	• • • • • •	
	a. Provide industry standard So (SLA) which shall carry a cor		
	Credit" or rebate in favor of D	1 0	
	of the committed parameters	-	
	met.		
	b. The selected ISP provider/s sho	ould be able to render the	
	following services:		
	i. Availability Provide 99.5% link uptime	in a month	
	ii. Render 24 hours x 7 days		
	Support response time	customer service support	
	1. 30 minutes for emo	ergency tickets for the	
	following categories:		
	 Link connection Deschot loss and 		
	Packet loss, vaRouting issue	irlation in latency	
	•	ours response time for	
	technical problems that r		
		Downtime Connection	
	Interruption/Outage		
	If the interruption is attri	butable to the ISP as	
	acknowledged by the ISP's F		
	the ISP through the Man		
	Provider shall voluntarily		
	"Performance Credit" or re		
	without the need to report or		
	credit allowance/rebate shall billing month.	t be applied to the liext	
	Credit for Interruptions to se	ervice will be allowed as	
	follows:		
	Interruptions of 24 Hours or 1	A 66.	
	interruptions of 24 Hours of 1		
	Longth of Intermution	Cradit	
	Length of Interruption Less than 130 minutes	Credit None	
	130 - 239 minutes		
		1/6 day	
	$\frac{240-479 \text{ minutes}}{480-710 \text{ minutes}}$	2/6 day	
	480 - 719 minutes	3/6 day	
	720 – 959 minutes	4/6 day	
	960 – 1199 minutes	5/6 days	
	1200 – 1440 minutes	One day	

	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.	
	 4. 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 VII; 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 VII and Submit monthly access/usage reports to attest compliance to the SLA. 	
D.	INSTITUTIONAL ARRANGEMENTS	
	a. <u>The Managed Network Service Provider (Firm)</u> The service provider representative shall coordinate with the DSWD Field Office VII , through the assigned project focal, within the duration of the project; and	
	 b. <u>The DSWD Field Office VII</u> i. 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 VII personnel; ii. Responsible for the safe custody and use of the equipment installed by the ISP provider; iii. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the ISP provider; iv. Issue Certificate of Inspection and Acceptance. 	
E.	QUALIFICATIONS OF THE MANAGED NETWORK SERVICE PROVIDER	
	 a. The Managed Network Service Provider should have done at least three (3) successful similar projects with certifications and proof of satisfactory service from the clients. b. To ensure effective implementation of the project, the 	
	Managed Network Service Provider must have a Project Management Office and will provide a Project Management Professional (PMP) with Valid and Active Certificate with at least 2 years experience in managing similar projects of at least 50% of Approved Budget for the Contract.	
	c. The Managed Network 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 Managed Network Service Provider Must have a
	dedicated Service Desk Engineer for this Project with the
	following key role:
	i. Act as the single point of contact to support end
	user connection related concerns;
	ii. Log, report, monitor and update ticket to respective
	Service providers;
	iii. Follow the standard policies and procedures for
	ticket triage;
	iv. Ticket monitoring from the onset to resolution;v. Perform basic support tasks and escalate issues for
	complex requests; and
	vi. Record, track and document service desk requests
	and problem-solving processes, including all
	successful and failed actions taken through to final
	resolution.
	e. The Managed Network Service Provider must provide 24/7
	coverage for technical assistance and/or helpdesk facilities.
	Any problem should be resolved within a maximum of 24
	hours after the notification.
	f. The Managed Network Service Provider must have a
	Network Monitoring System (NMS) supported by a
	qualified and experienced engineers/technical support team.
	g. The Managed Network Service Provider or its
	affiliates/partners must have an existing Incident/Network
	Operation Center where network management is done.
	h. Must have an Operational Office within Cebu City with
	operational hours of 8AM – 5PM Monday to Friday and
	capable of providing extended support 24/7.
F.	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.
	Detailed work plan will be submitted after post
	qualification.
	b. To ensure redundancy and continuous operations in case
	one internet service becomes unavailable, the network
	provider for DSWD Field Office and twenty-seven (27)
	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. The committed information rate guaranteed 100%
	= 1GBPS Up and 1GBPs Down for Dedicated
	Internet Access.
	ii. Service Reliability: Minimum of 30% of
	Subscribed Speed at 80% Reliability for
	Broadband Internet Service Access
	iii. Immediate problem isolation and resolution

	v. 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 Primary	
	and Secondary Service lines are shown in Annex 1 and	
	Annex 2.	
	LOW EARTH ORBIT SATELLITE (ROAM	
	SUBSCRIPTION):	
	Specifications:	
	SATELLITE DISH	
	Antenna: Electronic Phased Array	
	Orientation: Motorized Self Orienting	
	Environmental Rating: IP56	
	Power Consumption: 110-150W	
	Field of View: 100°	
	Average Power Usage: 50-75W	
	SATELLITE WIFI ROUTER	
	Generation: at least Wi-Fi 5	
	Radio: Dual Band - 3 x 3 MIMO	
	Security: WPA2	
	Environmental Rating: IP54, configured for indoor use	
	Range: Up to 185m2 (2000 sq ft)	
	Operating Temperature: -30°C to 50°C (-22°F to 122°F)	
	INCLUSION:	
	Ethernet Adapter and at least 30m cable	
	3. Internet Provisions of Broadband and Low Earth Orbit	
	for Sub Regional Sites must be configured for Balanced	
	/ Failover Setup.	
	4. 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 set SLA upon receipt of the report.	
	5. 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	
	6. The DIA and Broadband internet subscriptions must	
	have at least One (1) Usable Public IP Address each.	
	7. IPv6 compliant.	
G.	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.	

No.	Office	Subscription Type	Bandwidth	Public IP	Telephone Bundle *with regional/local calls
1.	Regional Office	Dedicated	1 Gbps	Yes	No
2.	SWAD Bohol	Broadband	at least 200 Mbps	Yes	Yes
3.	SWAD Negros Oriental	Broadband	at least 200 Mbps	Yes	Yes
4.	SWAD Siquijor	Broadband	at least 200 Mbps	Yes	Yes
5.	POO Cebu	Broadband	at least 200 Mbps	Yes	Yes
6.	POO Bohol	Broadband	at least 200 Mbps	Yes	Yes
7.	POO Negros Oriental	Broadband	at least 200 Mbps	Yes	Yes
8.	POO Siquijor	Broadband	at least 200 Mbps	Yes	Yes
9.	Regional Rehabilitation Center for Youth (RRCY)	Broadband	at least 200 Mbps	Yes	Yes
10.	Reception and Study Center for Children (RSCC)	Broadband	at least 200 Mbps	Yes	Yes
11.	Home For Girls (HFG)	Broadband	at least 200 Mbps	Yes	Yes
12.	VDRC	Broadband	at least 200 Mbps	Yes	Yes
13.	VDRC - NRA Office	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
14.	Regional Haven For Women (RHW)	Broadband	at least 200 Mbps	Yes	Yes
15.	Area Vocational Rehabilitation Center II (AVRC II)	Broadband	at least 200 Mbps	Yes	Yes

Annex 1. Primary Internet Service Specifications

16.	POO Cebu Cluster 1	Broadband	at least 200 Mbps	Yes	Yes
17.	POO Cebu Cluster 2	Broadband	at least 200 Mbps	Yes	Yes
18.	POO Cebu Cluster 3	Broadband	at least 200 Mbps	Yes	Yes
19.	POO Cebu Cluster 4	Broadband	at least 200 Mbps	Yes	Yes
20.	POO Cebu Cluster 5	Broadband	at least 200 Mbps	Yes	Yes
21.	POO Cebu Cluster 6	Broadband	at least 200 Mbps	Yes	Yes
22.	POO Bohol Cluster 1	Broadband	at least 200 Mbps	Yes	Yes
23.	POO Bohol Cluster 2	Broadband	at least 200 Mbps	Yes	Yes
24.	POO Negros Oriental North Cluster	Broadband	at least 200 Mbps	Yes	Yes
25.	POO Negros Oriental South Cluster	Broadband	at least 200 Mbps	Yes	Yes
26.	Cebu Regional Warehouse	Broadband	at least 200 Mbps	Yes	Yes
27.	Bohol Regional Warehouse	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
28.	Negros Oriental Regional Warehouse	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No

No.	Office	Subscription Type	Bandwidth	Public IP	Telephone Bundle *with regional/local calls
1.	Regional Office	Dedicated	1 Gbps	Yes	No
2.	Regional Office	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
3.	SWAD Bohol	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
4.	SWAD Negros Oriental	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
5.	SWAD Siquijor	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
6.	POO Cebu	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
7.	POO Bohol	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
8.	POO Negros Oriental	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
9.	POO Siquijor	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
10.	RRCY	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
11.	RSCC	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
12.	HFG	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
13.	VDRC	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
14.	RHW	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
15.	AVRC II	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No

Annex 2. Secondary Internet Service Specifications

16.	POO Cebu Cluster 1	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
17.	POO Cebu Cluster 2	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
18.	POO Cebu Cluster 3	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
19.	POO Cebu Cluster 4	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
20.	POO Cebu Cluster 5	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
21.	POO Cebu Cluster 6	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
22.	POO Bohol Cluster 1	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
23.	POO Bohol Cluster 2	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
24.	POO Negros Oriental North Cluster	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
25.	POO Negros Oriental South Cluster	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No
26.	Cebu Regional Warehouse	Low Earth Orbit Satellite Internet	at least 200 Mbps	No	No

I hereby certify that all statements indicated under the **Statement of Compliance** and **Bidder's Remarks** are true and correct, otherwise, if found untrue and incorrect either during bid evaluation or postqualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

List of all Ongoing Government & Private Contracts including Contracts awarded but not yet started

Business Name

Business Address

:

:

Name of Contract	Date of the Contract	Contract Duration	Owner's name and address	Kinds of Goods/Services	Amount of Contract and Value of Outstanding Contracts	Date of Delivery
Government						
<u>Private</u>						

Submitted by : _____

(Printed Name & Signature)

Designation :

Date :_____

Instructions:

- 1. State all ongoing contracts including those awarded but not yet started.
- 2. If there is no ongoing contract including contract awarded but not yet started, state **<u>none</u>** or equivalent term.
- 3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Statement of Single Largest Completed Contract which is similar in nature

Business Name	:	***should have an entry
Business Address	:	_***should have an entry

Name of Contract	Date of Contract	Contract Duration	Owner's Name & Address	Kinds of Goods/Services	Amount of Completed Contract	Date of Delivery

NOTE: This statement shall be supported with:

- i) Either of Contract, Purchase Order, Notice of Award or Notice to Proceed, and
- ii) Either of Certificate of Completion, Certificate of Acceptance, Inspection and Acceptance, Official Receipt/Collection Receipt or Sales Invoice.

Submitted by :

(Printed Name & Signature)

Designation :

Date :____

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)

CITY OF ______) S.S.

BID SECURING DECLARATION

Project Identification No.: ITB No. DSWD7-PB-2024-12

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission ______ Notary Public for _____ until _____ Roll of Attorneys No. _____ PTR No. __, [date issued], [place issued] IBP No. __, [date issued], [place issued]

Doc. No. ____ Page No. ____ Book No. ____ Series of ____.

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission ______ Notary Public for _____ until _____ Roll of Attorneys No. _____ PTR No. __, [date issued], [place issued] IBP No. __, [date issued], [place issued]

Doc. No. ____ Page No. ____ Book No. ____ Series of ____.

Net Financial Contracting Capacity (NFCC) Form

a. Summary of the Bidder-Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached audited financial statements, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

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

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

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

NFCC = ₱_____

Submitted by:

Signature over Printed Name of Authorized Representative

Business Name of Bidder

Date:

Credit Line Form

		Date:
SHALAINE MARIE S. LU	CERO, C	CESO IV
Regional Director		
DSWD – Field Office VII, C	ebu City	
CONTRACT/PROJECT	:	
COMPANY/FIRM	:	
ADDRESS	:	
BANK/FINANCING INST.	:	
ADDRESS	:	
AMOUNT	:	

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above- mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained for one hundred twenty (120) calendar days from the date of opening of bids.

This Certification is being issued in favor of said (Supplier/Supplier/Distributor/ Manufacturer/Contractor) in connection with the bidding requirement of the Department of Social Welfare and Development – Field Office VII for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized Financing Institution Officer:

Official Designation

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor's) Authorized Representative:

Official Designation

Note: The Amount committed should be machine validated

SUBSCRIBED A	ND SWORN TO BEFORE ME, this	day of	, 20
in the City of	Affiant exhibiting to me his/her	Valid Identification_	, Number

NOTARY PUBLIC

Doc. No
Page No
Book No
Series of

BID FORM

Date: _____ Project Identification No.: ITB No. DSWD7-PB-2024-12

To: THE BIDS AND AWARDS COMMITTEE

Department of Social Welfare & Development, Field Office VII Cor. M.J. Cuenco and Gen. Maxilom Ave., Cebu 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/perform the Provision of Network Services through Managed Network Service Provider for DSWD Field Office VII Regional and Sub-Regional Offices 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 and Currency	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:

FINANCIAL PROPOSAL SHEET

Project Identification No.: ITB No. DSWD7-PB-2024-12

Date: _____

THE BIDS AND AWARDS COMMITTEE

DSWD Field Office VII M. J. Cuenco Ave., Cebu City

Sir/Madam:

After having carefully read and accepted the terms and conditions in your Bidding Documents, hereunder is our bid price:

Item No.	Items/Descriptions	Qty.	Unit	Unit Cost	Total Price	
1	Provision of Network Services through Managed Network Service Provider for DSWD Field Office VII Regional and Sub- Regional Offices	1	lot			
	BID PRICE (IN FIGURES)					

BID PRICE (IN WORDS)

Note: The above quoted prices are VAT inclusive and delivery cost.

Very truly yours,

Name of Company / Bidder

Name/Signature of Authorized Representative

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.

ITB NO. DSWD7-PB-2024-12

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: _____

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

<u>and</u>

(b) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

<u>and</u>

(c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Area;

<u>and</u>

(d) Tax Clearance per E.O No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contract, 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**
- (f) Statement of 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
 - i. Either of Contract, Purchase Order, Notice of Award or Notice to Proceed, and
 - ii. Either of Certificate of Completion, Certificate of Acceptance, Inspection and Acceptance, Official Receipt / Collection Receipt or Sales Invoice.

(g) Original copy of the Bid Security. If in the form of Surety Bond, submit also a certification issued by the Insurance Commission,

- The amount of not less than *two percent (2%) of ABC or equivalent to Php348,587.73,* if bid security is in cash, cashier's/manager's check, bank draft / guarantee or irrevocable letter of credit; <u>or</u>
- The amount of not less than *five percent (5%) of ABC or* equivalent to *Php871,469.33*, if bid security is in Surety Bond <u>or</u>

Original copy of Notarized Bid Securing Declaration; and

(h) Conformity with the Schedule of Delivery and Technical Specifications, which may include production / delivery schedule, manpower, requirement, and/or after-sales/parts, if applicable; <u>and</u>

(i) 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

(j) The Supplier's audited financial statement, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

(k) 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 *equivalent to 10% of the ABC*.

Class "B" Documents

(**m**) If applicable, a duly signed joint venture (JVA) in case the joint venture is already in existence <u>or</u>

Duly notarized statements from all the potential 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)

(n) [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.

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

II. FINANCIAL COMPONENT ENVELOPE

(a) Original duly signed and accomplished Financial Bid Form;

- (b) Original duly signed and accomplished Financial Proposal Sheet(s); and
- (c) Original duly signed and accomplished Priced Schedule(s).

SUPPLIER / SERVICE PROVIDER'S BANK INFORMATION

Name of Bank	
Branch	
Bank Account Name	
Account No.	
TIN No.	

PLEASE CHECK IF TIN NUMBER is VAT or NON-VAT

VAT	
NON- VAT	

Signature:

Name of Authorized Representative: Position: