



REPUBLIC OF THE PHILIPPINES
BICOL UNIVERSITY
LEGAZPI CITY

**BIDDING DOCUMENTS FOR
PROVISION OF SECONDARY 1 GPBS
DIRECT INTERNET SERVICE TO BICOL
UNIVERSITY MAIN CAMPUS FOR
CONNECTION REDUNDANCY
INCLUDING LABOR AND MATERIALS
FOR INSTALLATION, CONFIGURATION,
ACTIVATION AND TESTING SERVICE**

010-24-PB

May 2024

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv)

construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines

BICOL UNIVERSITY

LEGAZPI CITY

**INVITATION TO BID FOR PROVISION OF SECONDARY 1GBPS
DIRECT INTERNET SERVICE TO BICOL UNIVERSITY MAIN
CAMPUS FOR CONNECTION REDUNDANCY INCLUDING
LABOR AND MATERIALS FOR INSTALLATION,
CONFIGURATION, ACTIVATION AND TESTING OF SERVICE**

1. The *BICOL UNIVERSITY*- through the Corporate Budget for approved by the Board of Regents (*F-05*) intends to apply the sum of *Two Million Pesos & 00/100 only (PHP2,000,000.00)* being the Approved Budget for the Contract (ABC) for the ***Provision of Secondary 1 GBPS Direct Internet Service to Bicol University Main Campus for Connection Redundancy Including Labor and Materials for Installation, Configuration, Activation and Testing of Service.***
2. The *BICOL UNIVERSITY* now invites bids for the above Procurement Project- ***Provision of Secondary 1 GBPS Direct Internet Service to Bicol University Main Campus for Connection Redundancy Including Labor and Materials for Installation, Configuration, Activation and Testing of Service.*** 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 eligible bidder contains in the Bidding Documents, particularly, in Section II (Instruction to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *Bicol University* and inspect the Bidding Documents at the address given below during *8:00AM-5:00PM*
5. A complete set of Bidding Documents may be acquired by interested Bidders on *May 13, 2024 to June 3, 2024* from the given address and website(s) below *and upon payment of Five Thousand & 00/100 pesos only (Php 5, 000.00) or the amount as above stated. The Procuring Entity shall allow the bidder to present its proof of payment for the fees*

through electronic means by depositing payments for the bidding documents directly to the Bicol University LBP Account, and transmittal of scanned bank verified deposit slip for the issuance of Official Receipt: Bank Account details are as follows:

Account Name	BU-STF (F-164)
Account Number	0132-0265-48

6. The *Bicol University* will hold a Pre-Bid Conference on May 21, 2024, 9:00 AM at 2/F A.P Bonto Building, *PrMO Conference Room, BU Main Campus, Rizal St., Legazpi City*. And online via Zoom with the following credentials:

<https://bicol-u-edu-ph.zoom.us/j/2859577212?pwd=VXV2YnAxNmU2UXowZzlUd05xckE4UT09>

Meeting ID: 285 957 7212

Passcode: 219746

7. Bids must be duly received by the BAC Secretariat at the address below on or before *June 3, 2024, 8:30 AM*. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause.
8. Bid opening shall be on *June 3, 2024, 9:00AM* at PRMO Office 2/F A.P Bonto, BU Main Campus, Rizal St., Legazpi City. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
9. Authorization document/s with copy of ID shall be required for the bidders' representative who shall purchase bidding documents and submit bid proposals for the project.
10. The *Bicol University* 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:

BAC Secretariat
Bicol University
3/F Students Union Center,
BU Main Campus, Legazpi City
university-bac@bicol-u.edu.ph
Mobile no. 09171874046

12. You may visit the following websites:

- a. For downloading of Bidding Documents: *Bicol University Website*

(Original Signed)
SONNIE A. RAMOS, CPA, MBA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

1. The Procuring Entity, *Bicol University* wishes to receive Bids for the ***Provision of Secondary 1 GBPS Direct Internet Service to Bicol University Main Campus for Connection Redundancy Including Labor and Materials for Installation, Configuration, Activation and Testing of Service***
2. The Procurement Project “***Provision of Secondary 1 GBPS Direct Internet Service to Bicol University Main Campus for Connection Redundancy Including Labor and Materials for Installation, Configuration, Activation and Testing of Service***” 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 2024 in the amount of *Two Million Pesos & 00/100 only (Php 2,000,000.00)*
- 2.2. The source of funding is Fund 05.
 - a. GOCC and GFIs, the proposed Corporate Operating Budget.

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. *[Select one, delete other/s]*

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

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.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on May 21 at 2/F A.P Bonto Building, PrMO *Conference Room, BU Main Campus, Rizal St., Legazpi City*.

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 *[state 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 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

12.2. Bid and Payment Currencies

12.3. 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.

12.4. Payment of the contract price shall be made in: Philippine Pesos.

13. Bid Security

13.1 The Bidder shall submit a Bid Securing Declaration¹ 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**.

13.2 The Bid and bid security shall be valid until September 18, 2024. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14 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

¹ 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.

must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

15 Deadline for Submission of Bids

- 15.1 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**.

16 Opening and Preliminary Examination of Bids

- 16.1 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.

- 16.2 The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

17 Domestic Preference

- 17.1. 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.

18 Detailed Evaluation and Comparison of Bids

- 18.1 The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 18.2 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 14 shall be submitted for each lot or item separately.
- 18.3 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.

18.4 The Project shall be awarded as follows:

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

18.5 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.

19 Post-Qualification

19.1. 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 System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

20 Signing of the Contract

20.1. 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Provision of Secondary Internet Service for Connection Redundancy Including Labor and Materials for Installation, Configuration, Activation and Testing of Service</i> b. completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>Legazpi City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABCJ</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 ABCJ</i> if bid security is in Surety Bond.
15	<p>Each bidder shall submit ONE (1) Original and TWO (2) DUPLICATE copies of the first and second components of its bid. Each set shall be properly fastened with tabbing for each requirement.</p> <p>Bid shall be sealed and arranged in accordance with the Diagram on last page.</p> <p>The bid envelope shall be marked as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;">NAME AND ADDRESS OF THE BIDDER IN CAPITAL LETTERS</p> <p>Contact Number</p> <p style="text-align: center;">NAME OF THE CONTRACT TO BE BID IN CAPITAL LETTERS</p> <p style="text-align: center;">(CONTRACT REFERENCE NUMBER)</p> <p style="text-align: center;">BICOL UNIVERSITY</p> </div>

	Bids and Awards Committee DO NOT OPEN BEFORE... “the date and time for the opening of bids
18.4	<p>The Project shall be awarded as follows:</p> <p>One Project having several items, which shall be awarded as on contract.</p>
20.2	<p>Additional manpower for the <i>Installation, Configuration, Activation and Testing of Service</i> the winning bidder.</p>
21.2	<p><i>No additional requirements.</i></p>

Section IV. General Conditions of Contract

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)**.

1. Advance Payment and Terms of Payment

- 1.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 1.2. 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**.

2. Performance Security

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

3. 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. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

4. 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.

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

GCC Clause	
	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered- <i>Legazpi 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 Unit Supply Officer/ Project Inspector.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> 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 Contract; and
	<ol style="list-style-type: none"> 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.

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 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
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

Packaging –

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.

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

	<p>Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<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>Transportation –</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>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>

2.2	No partial payment is allowed
4	The inspections and tests that will be conducted are: None Required

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.

Item No.	Description	Quantity	Total	Delivered, Weeks/Months
				<i>Bidders must state here either "Comply" or "Not Comply" with the delivery period against each item in the bid.</i>
				30 calendar days after receipt of NTP
	<i>Provision of Secondary 1 GBPS Direct Internet Service to Bicol University Main Campus for Connection Redundancy Including Labor and Materials for Installation, Configuration, Activation and Testing of Service (</i>	Lot	1	

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Section VII. Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1 lot	<p><i>Provision of Secondary 1 GBPS Direct Internet Service to Bicol University Main Campus for Connection Redundancy Including Labor and Materials for Installation, Configuration, Activation and Testing of Service</i></p>	

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class “A” Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<input type="checkbox"/>	(b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent documents, and
<input type="checkbox"/>	(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 Zone or Areas;
<input type="checkbox"/>	(d) Tax clearance per EO No.. 398., s2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technical Documents</u>	
<input type="checkbox"/>	(e) 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
<input type="checkbox"/>	(f) 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
<input type="checkbox"/>	(g) 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
<input type="checkbox"/>	(h) Conformity with the Technical Specifications, (Section VII); and
<input type="checkbox"/>	(i) Conformity with the Schedule of Requirements (Section VI):
<input type="checkbox"/>	(j) Other documents: A. The provider must be different from the primary ISP of the university which is PLDT Inc. Their connectivity, however, must be aggregated to be efficiently utilized by the operations of the university. This project has the following scopes: 1. Project planning inclusive of site survey prior to installation, activation and testing of the required Services. 2. Securing of permits, licenses and approvals that are necessary in the construction and installation of Services from the National Telecommunications Commission (NTC) and other relevant government

agencies, both local and national.

3. Provision of labor and materials to install the following Services:

- a) Provision of dedicated and direct internet service via end-to-end fiber optic cable to Bicol University Legazpi West with 1 Gbps Bandwidth
- b) Installation and configuration of the Router in the main campus that provides an interface for the campus' connection to the public internet allowing all its public IP addresses (primary and secondary public Ips) and services attached to it to be accessible in the web.
- c) Provision of one public IP block (/29) with at least 5 usable Public IP Addresses.
- d) Subscription of the Internet Service Connection will be 12 months starting from the date of activation after serving the Notice to proceed to the winning bidder unless terminated for justifiable reasons as defined under Annex "I" (Guidelines in Termination of Contracts) of the 2016 Revised IRR of R.A. 9184;

B. Qualification Requirements

- 1) The Service Provider should be a different telecommunication company from the ISP that provides the primary internet services of Bicol University Legazpi West. The current provider of the Campus is PLDT Inc.
- 2) The Service Provider should be a telecommunication company with at least five (5) years of experience in internet service provisioning.
- 3) The Service Provider must have substantial bandwidth capacities to the different international submarine cable networks, with assured quality of service, low latency packet delivery service, and running on at least 450 Gbps IP capacity.
- 4) The Service Provider must have multiple lines of high bandwidth international connectivity via direct peering arrangements with Tier 1 and 2 carriers, and other major ISPs and Internet Exchanges both local and international.
- 5) The Service Provider network must provide full physical redundancy and have redundant Core Switches and Multiple Gateway Border routers strategically located in separate Data Centers.
- 6) Bidders must be able to provide maintenance services and technical support.
- 7) Bidders should submit copies of Client Satisfactory Certificates and/or Certificate of Acceptance for its Single Largest Completed Contract (SLCC) for the last two (2) years which is at least 50% of the Approved Budget of the Contract (ABC). Similar contracts shall refer to provision of at least 1 Gbps Direct Internet Connection.

C. Technical Requirements

- 1) Bidders must submit detailed work plan specifying installation design, detailed activities, connectivity diagram from end-user premise up to the last mile and timelines in order to determine compatibility with the existing Bicol University Local Area Network configuration and the Bicol University's buildings' electrical power ratings. Bidders are required to conduct site inspections.
- 2) The technical requirements and evaluation parameters are as follows:

Parameters		Evaluation Parameter
1	Setup a Dedicated Direct Internet Connection at Bicol University Main Campus via end-to-end Fiber Optic Cable Connection	Installation of at least 1Gbps Committed Information Rate (CIR) full bandwidth at BU-ICTO Network Operation Center at the Bicol University Legazpi West
2	Provide and Configure router for the 1 Gbps direct Internet connection	Configuration of router for 1 Gbps internet connectivity at BU-ICTO Network Operation Center
3	Handover should be optical and capable of providing at least 1gbps bandwidth	Provision of optical handover with at least 1gbps bandwidth thru 10gbps Sophos Firewall compatible transceiver and fiber patch cord
4	Provide and Configure router for multihoming and redundancy provisions.	Configuration of router that allows traffics coming from two different ISP's to reach the public IP's assigned to the university Configuration of router to attain multihoming of two different ISP's for increased bandwidth through line aggregation
5	Provision of backup router in case of breakdown	Available backup routers on standby in case of equipment breakdown and replacement requirement
6	Assign Public Internet Protocol (IP) Addresses to Bicol University	Allocate, test and deploy at least 7 contiguous Public IP Addresses with /29 subnet masks (5 usable IP addresses)
7	Provide Domain Name Server (DNS) reverse lookup for entries with the assigned classless network	Reliable DNS reverse-look up
8	Provide reliable Forwarding and Secondary DNS	Reliable Forward and Secondary DNS

9	Provide the Termination Block/box from end-user to last mile connection	Installation of termination block/box
10	Availability and Quality of Connection	Not less than 99.6% link uptime in a month
11	Network Latency	Not more than 80 milliseconds average round trip from BU to ISP port Not more than 200 milliseconds average round trip from ISP port to US/International port
12	Provide single point of contact for customer support in both areas of network connectivity and Internet access	Single point of contact for customer support
13	Submit Access/usage reports	Monthly Report covering : <ul style="list-style-type: none"> • Internet Availability • Connection Quality • Network Latency • Technical Support Provided
14	Provide proactive notice of scheduled downtimes or service interruption	Not less than 7 days
15	Render customer service support	24 hours x 7 days
16	Provide detailed Work Plan	Detailed work plan
17	Provide "Performance Credit" or rebate in the Service Level Agreement (SLA)	Performance credit in the Service Level Agreement (SLA)

D. Duties and Responsibilities of the Internet Service Provider (ISP)

1.Pre-Installation

Provide detailed work plan specifying installation design, detailed activities, network diagram showing connectivity from end user's data center up to the last mile and timelines for the various activities.

2. Actual Installation

The winning bidder/s shall provide the hardware, terminations, and other services required to setup and commission the Internet connection. Details of the technical requirements are indicated in Section IV of this TOR. Actual Installation must cover the following:

- b. Direct Internet Connection Services with the Committed Information Rate (CIR) connection bandwidth for both upstream and downstream network traffic flows at the Bicol University Legazpi West;
- c. Provision of internet connectivity to Bicol University via end-to-end Fiber Optic Cable for the Main Campus;
- d. Provision and installation of a Channel Service Unit/Data Service Unit (CSU/DSU) modem at both ends of the connection lines.
- e. Provision, installation, and configuration of router to handle internal and external traffic in preparation for multihoming and line aggregation for increased bandwidth and redundancy
- f. Provide internet connectivity directly to 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.
- g. Complete the delivery, installation and configuration within thirty (30) calendar days from the receipt of the Notice to Proceed. Otherwise, the winning bidder shall pay the corresponding penalties/liquidated damages in the amount of one tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay.

3. Configuration

1. Configure routers to the equivalent direct Internet connection.
2. Configure standby routers as replacement backup when need arises.
3. Assign at least 7 contiguous public Internet Protocol (IP) Addresses or one classless(/29) network to the Bicol University;
4. Provide Domain Name Server (DNS) reverse lookup for entries with the assigned classless network
5. Provide reliable Forwarding & Secondary DNS
6. Connect the Fiber Optic Line to the existing Network of Bicol University for Aggregation and Redundancy

4. Testing Period

- a. The selected ISP shall notify the Bicol University and its campuses in writing seven (7) days prior to the required 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. Direct Internet leased line will have no service

interruption during the agreed test period.

- iii. The guaranteed Internet bandwidth of Direct Internet with the specified Committed Information Rate (CIR) for all campuses is attained during working hours (i.e., 7:00 a.m. to 7:00 p.m.).
 - iv. Average latency should not exceed more than 80 milliseconds average round trip from BU to ISP port, and not more than 200 milliseconds average round trip from ISP port to US/International port.
 - v. Provision of on-line usage and statistics monitoring tool and diagnostic reports and updates in case of connection failure including provision of Multi-Router Traffic Grapher (MRTG) results for the internet connection.
 - vi. Provision of testing tool for monitoring actual usage, connection quality, and latency monitoring scheme in a monthly basis.
 - vii. Assignment of at least 7 contiguous Public IP Addresses with /29 netmasks.
 - viii. The provider must conduct a Bit Error Rate (BER) test during the testing period to eliminate cyclic redundancy check (CRC) errors with test reports to be submitted within the inspection period.
- c. Unless all the foregoing conditions are met during the initial testing period, the count of the testing period shall be restarted until all of these conditions have been duly satisfied continuously for 7 working days.
 - d. The Bicol University shall immediately issue the 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 VI, Item 4.b**, respectively.

5. Implementation

- a. The Service shall be available for use by Customer, for the two-way transmission of information twenty-four hours per day, seven (7) days per week, including holidays.
- b. The Service Provider shall maintain all equipment in proper working order.
- c. The Service Provider shall provide an escalation list and procedure in reporting fault and outages.
- d. The Service Provider must immediately advise Bicol

University and its campuses any downtime occurrence or if any case the internet rerouted to a backup link.

- e. The Service Provider must have standby equipment to replace immediately the existing equipment once found defective.

6. Rebates

- a. The selected ISP shall provide industry standard Service Level Agreement (SLA) which shall carry a corresponding “Performance Credit” or rebate in terms of Bicol University should any of the committed parameters mentioned below is not met.
- b. The selected ISP provider/s should be able to render the following services:

- i. Availability

- Provide 99.6% link uptime in a month.

- ii. Latency

- ☐ Provide not more than 80 milliseconds average round trip latency from Bicol University to local Service Provider port; and

- iii. 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

Two (2) hours response time for technical problem that requires on-site services.

For problem reported after 4:00 PM, services shall be rendered 8:00 in the morning of the following business day

- c. Rebate Schedule for Downtime Connection Interruption/Outage

- ☐ If the interruption is attributable to the Service Provider, as acknowledged by the ISP’s Fault Management Center, the Service Provider shall voluntarily make the appropriate “Performance Credit” or rebate to the Bicol University 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 days
540 - 719 minutes	1 - 4 / 5 days
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

7. Maintenance

- a. Provision of on-line usage and statistics monitoring tool and diagnostic reports and updates in case of connection failure including provision of monthly utilization graphs and/or Multi-Router Traffic Grapher (MRTG) tool for monitoring of link quality and bandwidth utilization to attest compliance to the Service Level Agreement;
- b. Provision of 24-hour Customer Help Desk or Hotline from Service Provider via direct toll-free landline or GSM / cellular phone lines;
- c. Maintenance of ancillary equipment owned by the Service Provider for Customer’s use;
- d. Provision of a single point of contact for customer support in both areas of network connectivity and Internet access;
- e. Response to request for maintenance shall be at no cost to Bicol University;
- f. Provision of not less than 7 days proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any; subject to the approval of Bicol University.

(k) Statement of availability of technical service personnel- manpower requirements; and

(l) 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.

	(m) The Supplier's Income Tax Return (ITR) and Audited Financial Statements, 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
<input type="checkbox"/>	(n) 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.
<i>Class "B" Documents</i>	
<input type="checkbox"/>	25 If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
II. FINANCIAL COMPONENT ENVELOPE	
<input type="checkbox"/>	26 Original of duly signed and accomplished Financial Bid Form; and
<input type="checkbox"/>	27 Original of duly signed and accomplished Price Schedule(s).
<i><u>Other documentary requirements under RA No. 9184 (as applicable)</u></i>	
<input type="checkbox"/>	28 <i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> 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.
<input type="checkbox"/>	29 Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bid Form

Date : _____

Project Identification No. :

To: *BICOL UNIVERSITY, LEGAZPI 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 ***Provision of Secondary 1 GBPS Direct Internet Service to Bicol University Main Campus for Connection Redundancy Including Labor and Materials for Installation, Configuration, Activation and Testing of Service (for 1 year)*** 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.

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: _____

For Goods Offered From Within the Philippines

Provision of Secondary 1 GBPS Direct Internet Service to Bicol University Main Campus for Connection Redundancy Including Labor and Materials for Installation, Configuration, Activation and Testing of Service

Name of Bidder _____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance 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)

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

Provision of Secondary 1 GBPS Direct Internet Service to Bicol University Main Campus for Connection Redundancy Including Labor and Materials for Installation, Configuration, Activation and Testing of Service

A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year.

		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 = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

K = 15 for a contract duration of one year or less

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped “RECEIVED” by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

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

COMMITTED LINE OF CREDIT CERTIFICATE

Date: _____

Dr. BABY BOY BENJAMIN D. NEBRES, III

President, Bicol University

Legazpi City

CONTRACT/PROJECT : ***Provision of Secondary 1 GBPS Direct Internet Service to Bicol University Main Campus for Connection Redundancy Including Labor and Materials for Installation, Configuration, Activation and Testing of Service***

COMPANY/FIRM :

ADDRESS :

BANK/FINANCING INSTITUTE :

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/Distributor/Manufacturer/Contractor> of the Notice of Award and such line of credit shall be maintained until the project is completed by the <Supplier/Distributor/Manufacturer/Contractor>.

This Certification is being issued in favor of said <Supplier/Distributor/Manufacturer/Contractor> in connection with the bidding requirement of Bicol University 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 : _____

Concurred By:

Name & Signature of <Supplier/Distributor/Manufacturer/Contractor>'s

Authorized Representative : _____

Official Designation : _____

Note:

The amount committed should be machine validated.

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2022, affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____

Page No. _____

Book No. _____

Series of 2023

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

BID SECURING DECLARATION

Invitation to Bid:

To: *BICOL UNIVERSITY, LEGAZPI CITY*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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 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;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'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 _____

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

Provision of Secondary 1 GBPS Direct Internet Service to Bicol University Main Campus for Connection Redundancy Including Labor and Materials for Installation, Configuration, Activation and Testing of Service

Business Name: _____

Business Address: _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the client

Submitted by: _____

(Printed Name & Signature)

Designation: _____

Date: _____

Statement of Single Largest Completed Contract (SLCC)

- Provision of Secondary 1 GBPS Direct Internet Service to Bicol University Main Campus for Connection Redundancy Including Labor and Materials for Installation, Configuration, Activation and Testing of Service***

Business Name: _____

Business Address: _____

Contract Details	Nature of Work	Bidder's Role		Contract Cost & Duration	Start of Contract & Completion
		Description	%		
Name:				Amount at Award:	Date Awarded:
Owner:				Amount at Completion:	Date Started:
Address/Contract Information:				Contract Duration:	Date Completed

Note: This statement shall be supported with:

- Contract/Purchase Order
- Certificate of Completion and Certificate of Acceptance

Submitted by: _____

(Printed Name & Signature)

Designation: _____

Date: _____

SEALING AND MARKING OF PROPOSALS



