PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS: Procurement of MITHI-ICT **INFRASTRUCTURE:** Fiber Backbone for Philippine Science High School – Main Campus Science and Humanities Building, and Access Points for Full Wi-Fi Coverage of the Peripheral Rooms of the First Floor of the Science and **Humanities Building**

Government of the Republic of the Philippines

Sixth Edition July 2020

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Gloss	ary of Acronyms, Terms, and Abbreviations	4
Sectio	on I. Invitation to Bid	7
Sectio	on II. Instructions to Bidders	10
1.	Scope of Bid	11
2.	Funding Information	11
3.	Bidding Requirements	11
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5.	Eligible Bidders	12
6.	Origin of Goods	12
7.	Subcontracts	12
8.	Pre-Bid Conference	13
9.	Clarification and Amendment of Bidding Documents	13
10.	Documents comprising the Bid: Eligibility and Technical Components	13
11.	Documents comprising the Bid: Financial Component	13
12.	Bid Prices	14
13.	Bid and Payment Currencies	14
14.	Bid Security	15
15.	Sealing and Marking of Bids	15
16.	Deadline for Submission of Bids	15
17.	Opening and Preliminary Examination of Bids	15
18.	Domestic Preference	16
19.	Detailed Evaluation and Comparison of Bids	16
20.	Post-Qualification	16
21.	Signing of the Contract	17
Sectio	n III. Bid Data Sheet	18
Sectio	on IV. General Conditions of Contract	20
1.	Scope of Contract	21
2.	Advance Payment and Terms of Payment	21
3.	Performance Security	21
4.	Inspection and Tests	21
5.	Warranty	22
6.	Liability of the Supplier	
Sectio	on V. Special Conditions of Contract	23
	on VI. Schedule of Requirements	
	on VII. Technical Specifications	
	on VIII. Checklist of Technical and Financial Documents	
~~~~	ar i arri varvomini ve a vominiom milu i inunciu divuminiliki maaaaa	

# 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.



(02) 8929-1606

# Republic of the Philippines Department of Science and Technology PHILIPPINE SCIENCE HIGH SCHOOL MAIN CAMPUS Agham Road, Diliman, Quezon City

SOCOTEC

SOC

# INVITATION TO BID FOR Procurement of MITHI-ICT INFRASTRUCTURE: Fiber Backbone for Philippine Science High School – Main Campus Science and Humanities Building, and Access Points for Full Wi-Fi Coverage of the Peripheral Rooms of the First Floor of the Science and Humanities Building

- 1. The PHILIPPINE SCIENCE HIGH SCHOOL MAIN CAMPUS, through the GAA 2022 intends to apply the sum of One Million Four Hundred Thousand Pesos only (Php1,400,000.00) being the ABC to payments under the contract for Procurement of MITHI-ICT INFRASTRUCTURE: Fiber Backbone for Philippine Science High School Main Campus Science and Humanities Building, and Access Points for Full Wi-Fi Coverage of the Peripheral Rooms of the First Floor of the Science and Humanities Building. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *PHILIPPINE SCIENCE HIGH SCHOOL MAIN CAMPUS* now invites bids for the above Procurement Project. Delivery of the Goods is required by *ninety* (90) calendar days. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
- 4. Prospective Bidders may obtain further information from *PHILIPPINE SCIENCE HIGH SCHOOL MAIN CAMPUS* and inspect the Bidding Documents at the address given below during [insert office hours].
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on *October 28, 2022 until before the opening of bids* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of <i>Php 5,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.

- 6. The *PHILIPPINE SCIENCE HIGH SCHOOL MAIN CAMPUS* will hold a Pre-Bid Conference¹ on *November 4, 2022 at 11:00 a.m.* at *Conference Room B, 2nd Floor Administration Building, PSHS Main Campus, Agham Road, Diliman, Quezon City*, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *November 16*, *2022 at 12:45 p.m.*.. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on *November 16, 2022 at 1:00 p.m* at *Conference Room B, 2nd Floor Administration Building, PSHS Main Campus, Agham Road, Diliman, Quezon City*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *PHILIPPINE SCIENCE HIGH SCHOOL MAIN CAMPUS* 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:

Mr. Azlek Owen B. Tan Head, BAC Secretariat Philippine Science High School – Main Campus Agham Road, Diliman, Quezon City aobtan@pshs.edu.ph Telefax No.: 8924-0617 / 7500-1448 www.mc.pshs.edu.ph

12. You may visit the following websites:

For downloading of Bidding Documents: PSHS Main Campus Website http://mc.pshs.edu.ph/goods-and-services/ and/or PhilGEPS Website

October 28, 2022

(Sgd) Mr. Leo Andrei A. Crisologo Chairperson, BAC for ICT

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

# Section II. Instructions to Bidders

#### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

#### 1. Scope of Bid

The Procuring Entity, PHILIPPINE SCIENCE HIGH SCHOOL – MAIN CAMPUS wishes to receive Bids for the Procurement of MITHI-ICT INFRASTRUCTURE: Fiber Backbone for Philippine Science High School – Main Campus Science and Humanities Building, and Access Points for Full Wi-Fi Coverage of the Peripheral Rooms of the First Floor of the Science and Humanities Building, with identification number 22-10-106.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "Project") is composed of Procurement of MITHI-ICT INFRASTRUCTURE: Fiber Backbone for Philippine Science High School – Main Campus Science and Humanities Building, and Access Points for Full Wi-Fi Coverage of the Peripheral Rooms of the First Floor of the Science and Humanities Building, 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 *GAA 2022* in the amount of *Php1,400,000.00*.
- 2.2. The source of funding is:
  - a. NGA, the General Appropriations Act or Special Appropriations.

#### 3. Bidding Requirements

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

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

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

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

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

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership 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.
- 7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] 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, state:] The Supplier may identify its subcontractor during the contract

implementation stage. Subcontractors identified during the bidding may be 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 the specified date and time and either at its physical address *Conference Room B*, 2nd Floor Administration Building, PSHS Main Campus, Agham Road, Diliman, Quezon City as indicated in paragraph 6 of the IB.

#### 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

#### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five* (5) *years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 11. Documents comprising the Bid: Financial Component

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

#### 12. Bid Prices

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

#### 13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to

Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

- 13.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *March 16*, *2023*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

#### 16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

#### 17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
  - Option 1 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

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

#### 21. Signing of the Contract

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

## Section III. Bid Data Sheet

#### **Notes on the Bid Data Sheet**

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

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

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

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

# **Bid Data Sheet**

ITB	
Clause	
5.3	a. Procurement of MITHI-ICT INFRASTRUCTURE: Fiber Backbone for Philippine Science High School – Main Campus Science and Humanities Building, and Access Points for Full Wi-Fi Coverage of the Peripheral Rooms of the First Floor of the Science and Humanities Building.
	b. completed within <i>five</i> (3) <i>years</i> 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 <i>Philippine Science High School – Main Campus</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a. The amount of not less than <i>Php28,000.00</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>Php70,000.00</i> if bid security is in Surety Bond.
19.3	Not Applicable.
20.2	"No additional requirement."
21.2	"No additional requirement."

# Section IV. General Conditions of Contract

#### **Notes on the General Conditions of Contract**

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

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

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

#### 1. Scope of Contract

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

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

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

#### 2. Advance Payment and Terms of Payment

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

#### 3. Performance Security

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

#### 4. Inspection and Tests

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

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

#### 5. Warranty

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

#### 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

#### **Notes on the Special Conditions of Contract**

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

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

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

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

**Special Conditions of Contract** 

~ ~ -:			
GCC Clause			
1	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]		
	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 Contract shall be as follows:		
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."		
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. 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 [indicate name(s)].		
	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:		
	Select appropriate requirements and delete the rest.		
	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		

- 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.
- f. [Specify additional incidental service requirements, as needed.]

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:

*Select appropriate requirements and delete the rest.* 

- 1. 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
- 2. 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.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] months of placing the order.

#### 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
Gross weight
Any special lifting instructions
Any 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 for 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 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.

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.

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.

#### **Intellectual Property Rights –**

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.

2.2 The terms of payment shall be as follows:

4

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 supplier may submit a progress billing and corresponding request for progress payment for the delivered goods and/or services accomplished.

The procuring entity shall deduct the following from the certified gross amounts to be paid to the supplier as progress payment:

- All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, unless otherwise approved by the President.
- Retention money in an amount equivalent to at least ten percent (10%) of every progress payment.

The inspections and tests that will be conducted are: *The Inspectorate Team with the TWG and/or End User unit 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.* 

# 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 Number	Description	Quantity	Total	Delivered, Weeks/Months
1	PROCUREMENT OF MITHI-ICT INFRASTRUCTURE: Fiber Backbone for Philippine Science High School – Main Campus Science and Humanities Building, and Access Points for Full Wi-Fi Coverage of the Peripheral Rooms of the First Floor of the Science and Humanities Building	1 LOT	1 LOT	90 CD

# Section VII. Technical Specifications

#### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

# **Technical Specifications**

Item	Specification	Statement of Compliance
		[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 crossreferenced 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.]
1	MITHI-ICT INFRASTRUCTURE: Fiber Backbone for Philippine Science High School – Main Campus Science and Humanities Building, and Access Points for Full Wi-Fi Coverage of the Peripheral Rooms of the First Floor of the Science and Humanities Building	
	I. Site Preparation/ Scope of Works (Piping, Cabling, Installation)	
	1. Mobilization of workers, delivery of tools & materials	
	2. Utilize existing idf cabinets from old bldg	
	3. Utilize existing mdf cabinet from new blgd., (admin)	
	4. Supply & installation of 2 units (2ft) idf cabinet at the 4th/floor old bldg	
	5. Supply & installation pvc conduit pipe with fittings, pull boxes w/ c-clamp and mount from the propose idf cabinets & mdf cabinet of new bldg. (admin) and old bldg.	

6. For the fiber optic data backbone cable supply & installation of 12 port om3 fiber optic patch panel loaded	
7. Supply cable measurement and pulling of fiber optic cable 12 core om3 (lc) from mdf 2/floor (admin) new bldg., to idf g/floor front old bldg.,	
8. Supply cable measurement and pulling of 2 runs utp cable cat 6 from idf g/floor front to idf 2nd /floor front, idf 2nd /floor back, idf 3rd /floor front & idf 4th/floor	
9. Supply cable measurement and pulling of 2 runs utp cable cat 6 from idf g/floor back to idf 3rd/floor back, & idf 4th/floor back	
10. Termination on both ends of utp cable cat 6 using rj 45	
11. Termination on both ends fiber optic cable om3 12 core using pigtail (lc)	
12. Level III Testing utp cable using slt (single line tester)	
13. Level III Testing fiber optic cable using power meter	
14. Labelling all copper backbones	
15. Labor and technical services	
16. Clean of affected work areas.	
17. Knowledge transfer, as-built documentation, maintenance training	
II. Cablings ( Patch Cords, Patch Panels, Fiber Optics, Cabinet)	
A. FIBER OPTIC INDOOR CABLE	
This 12 fiber indoor cable is OM3, Riser (OFNR) rated and features 900µm buffered fibers.	
Has corresponding fiber port adaptors for the switches	

Estimated at 50 mete	rs	
Standard & Flamerat	ing	
Riser cable flammability Rating	Must pass UL 1666 standard	
Flame Retardant Quality	Must pass IEC 60332- 1 standard	
Low Smoke and Zero Halogen	Must pass IEC 61034 and IEC 60754-2 standard	
Absence of Hazardous Materials		
Fiber Type	OM3 (up to 300m, aqua-colored jacket)	
Number of Fibers	12	
Buffered, Loose Tube or Ribbon	900um Tight Buffered (indoor)	
B. FIBER PATCH unit	PANEL LOADED – 1	
LC Fiber Adapter Duplex	Panel, OM3/OM4, LC	
Connection Type	LC	
Fiber Type	OM3/OM4	
Material	Zirconia Ceramic	
Ports	At least 6, modular (i.e. easily replaceable ports)	
Standards Met	RoHS compliant. Meets or exceeds TIA/EIA-568-C.3 requirements	
Product Type	Front Loading Adapter Panel	
C. FIBER PATCI METERS – 4 pc	H CORD DUAL LC 2	

2 Fiber Patch Cord, OM3, LC Duplex, Riser		
Fiber Type	OM3 (Aqua-colored)	
Number of Fibers	1	
Connector 1 Type	LC Simplex	
Connector 2 Type	Pigtail	
Maximum Connector Insertion Loss (dB)	0.15	
Minimum Connector Return Loss (dB)	26	
Overall Length (m)	1	
Fiber Diameter (µm)	50um (for inter/ intra building connections)	
Standards Met	Meets or exceeds ISO/IEC 11801, TIA/EIA-568-C.3, TIA-604-3 (FOCIS- 3), TIA-604-10 (FOCIS-10)	
Body Style	Duplex	
D. LC TO PIGTAIL, OM3 Fiber Patch Cord, OM3, LC to Pigtail – 16 pcs		
Fiber Type	OM3 (Aqua-colored)	
Number of Fibers	1	
Connector 1 Type	LC Simplex	
Connector 2 Type	Pigtail	
Maximum Connector Insertion Loss (dB)	0.15	
Minimum Connector Return Loss (dB)	26	
Overall Length (m)	1	

Fiber Diameter (µm)	50um (for inter/ intra building connections)	
Standards Met	Meets or exceeds ISO/IEC 11801, TIA/EIA-568-C.3, TIA-604-3 (FOCIS- 3), TIA-604-10 (FOCIS-10)	
Body Style	Duplex	
	NAGEMENT 1U e Sided Manager, 1RU, pcs.	
Product Type	Single Sided Manager	
Body Material	ABS	
Orientation	Horizontal	
Cover Material	PVC	
Finger Duct Material	ABS plastic	
Overall Height (In.)	1.7	
Overall Height (mm)	44.1	
Overall Width (In.)	19	
Overall Width (mm)	483	
Overall Depth (In.)	3.7	
Overall Depth (mm)	93.7	
Number of Rack Units	1	
Environment	Indoor	
Color	Black	
Standards Met	RoHS Compliant	
F. Copper Cable, C Blue – 3 rolls		
Environment	Indoor	

erformance Level	Category 6	
able Construction	U/UTP	
ammability Rating	CM (Communications Multipurpose)	
roClass Rating	Eca	
cket Material	Polyvinyl Chloride (PVC)	
umber of Pairs	4	
onductor Material	Copper	
onductor Type	Solid	
verall Length (m)	305	
onductor Gauge AWG)	24	
sulation Material	HDPE (high density polyethylene)	
sulation Diameter 1.)	0.036	
sulation Diameter nm)	0.92	
aximum Voltage	80	
andards Met	Meets or Exceeds ISO 11801 Class E and ANSI/TIA-568.2-D Category 6, IEC 61156-5, UL 1685, EN 50575: Euroclass Eca, IEEE 802.3af, IEEE 802.3at and IEEE 802.3bt for PoE applications, RoHS Compliant.	
olor	Blue	
verall Length (ft.)	1000	
	ammability Rating aroClass Rat	able Construction  Identify Rating  Iden

Product Type	Copper Cable	
Flame Rating	Must pass EN 60332- 1-2 standard (EuroClass Eca)	
G. PATCH CORD type) – 10 pcs.	1.5 METERS (Slim	
Copper Patch Cord car	16	
Applicable Applications	(1) 1000BASE-T (Gigabit Ethernet), 100BASE-T (Fast Ethernet) (2) 155 Mb/s ATM, 622 Mb/s ATM, 1.2 Gb/s ATM (3) Digital video and broadband/baseband analog video(4) Voice/data systems (5) Voice over Internet Protocol (VoIP)	
Product Type	Copper Patch Cord	
Conductor Gauge (AWG)	28	
Performance Level	Category 6	
Conductor Type	Stranded	
Cable Construction	U/UTP	
Jacket Material	Polyvinyl Chloride	
Connector 1 Type	RJ45 8	
Connector 2 Type	RJ45 8	
Overall Length (m)	2	
Nominal Cable Outside Diameter (mm)	3.8	
Maximum Operating Temperature (°C)	75	

Minimum Operating Temperature (°C)	-10	
Flammability Rating	Dual Rated (CM/LSZH) or better	
H. DATA CABINET	T 2FT. – 2 units	
Wall mountable		
H = 2'ft. x W= 600mm	x D= 600mm	
Top panel w/ 2 exhaus	t fan	
Swing out flexi glass f	ront door w/ push lock	
Vented detachable sid Without back panel	e panel w/camlock key	
4 x vertical adjustable	mounting rail	
Vertical PDU 4 ou universal	tlets duplex 3 prong	
Vertical cable ma With Cage nut	nager at the back	
I. ACCESS POINT	– 30 units	
	approved heatmap to Fi coverage for the	
Configure, install, and	test access points	
At least 1 Gbps maxi (HE80/HE20)	imum real-world speed	
Supports WPA3 and E	Inhanced Open security	
issues for Wi-Fi 6 ar	rs (e.g. NO sticky client and Wi-Fi 5 devices by ble devices on the best	
support Orthogona multiple access (OF multi-user efficiency)	l frequency-division DMA) (for enhanced	
supports up to 2 spa 80MHz channel bandy	tial streams (2SS) and vidth (HE80),	

clie	ports handling multiple Wi-Fi 6 capable nts on each channel simultaneously, ardless of device or traffic type.
han	ports Channel utilization optimization by dling each transaction via smaller subiers or resource units (RUs)
SLA reso	ports controller-less mode and can provide A-grade performance by allocating radio purces, such as time, frequency, and tial streams, to specific traffic types
(DF)	ports Layer 7 deep packet inspection I) to identify user roles and applications, APs will dynamically allocate the dwidth needed
stee	ports Wi-Fi 6 aware client optimization by uring mobile devices to the best AP based available bandwidth, types of applications are used and traffic type –even as users m.
(AC min the netward	ports Advanced Cellular Coexistence (CC) uses built-in filtering to automatically imize impact of interference from cellular works, distributed antenna systems (DAS), commercial small cell or femtocell ipment.
hare	ports continuously monitor and report dware energy consumption. can also be figured to enable or disable capabilities ed on available PoE power
sim	ports WPA2-MPSK MPSK enables pler passkey management for WPA2 ices
esta	ports VPN Tunnels can be used to blish a secure SSL/IPSec VPN tunnel to a N concentrator
sect	ports Trusted Platform Module (TPM) for are storage of credentials and keys, and t code
	ports flexible management platform either adalone, controller-less,controller-based,

cloud-based and On-premise Network Management System (NMS)	
supports Transmit beamforming (TxBF) Increased signal reliability and range	
supports Passpoint Wi-Fi (Release 2) (Hotspot 2.0) (for Seamless cellular-to-Wi-Fi carryover for guests)	
supports Maximum Ratio Combining(MRC) Improved receiver performance	
support Cyclic Delay/Shift Diversity (CDD/CSD) Greater downlink RF performance	
support Space-Time Block Coding Increased range and improved reception	
support Low-Density Parity Check (LDPC) High-efficiency error correction	
Indoor-type, dual radio, 5GHz and 2.4GHz 802.11ax 2x2 MIMO or better	
Additional Documentary Requirements shall be submitted with Conformity of the Technical Specifications during the bid opening	
1. Original or downloaded copies in English text from its website of any of the following   Operation / Parts / Service Manuals with technological diagram or Other Product Literature and must be submitted with the bid documents.	
2. Manufacturer's Certificate or Manufacturer's Authorization that the bidder is an authorized dealer/reseller for the following components:	
<ul> <li>Access Points</li> <li>Cabling Products and Peripherals</li> </ul>	

3.	The Bidder shall have a single largest completed contract similar in nature within the last three (3) years from the date of the bid opening and a completion certificate with at least very satisfactory rating.	
4.	Vendors Support Information (Contact Person, Complete Address, Contact Number, Email Address) of the duly authorized representative/s of the Bidder;	
5.	Bidder should have a project management team to assure smooth implementation of the project: composed of at least one (1) senior certified Project Management Professional (PMP) with at least five (5) years' experience in project management and one (1) Assistant Project Manager during the implementation to oversee the project and shall be required to attend all site meetings, project meetings and project status report meetings.	
6.	The bidder's Project Managers shall submit a certificate of employment, CVs and a copy of a valid PMP certificate.	
	ation practices shall comply to	
manu	facturer best practices:	
	• Structured cabling warranty should be at least 20 years.	
	<ul> <li>One (1) Year Warranty on Workmanship</li> </ul>	

# Section VIII. Checklist of Technical and Financial Documents

# **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

## Class "A" Documents Legal Documents $\Box$ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; **Technical Documents** □ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and Statement of the bidder's Single Largest Completed Contract (SLCC) $\Box$ (c) 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 Original copy of Bid Security. If in the form of a Surety Bond, submit also a $\Box$ (d) certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include □ (e) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS) and if applicable, $\Box$ (f) Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. Financial Documents (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents $\Box$ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the

## II. FINANCIAL COMPONENT ENVELOPE

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

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

☐ (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government

the provisions of the JVA in the instance that the bid is successful.

potential joint venture partners stating that they will enter into and abide by

office of their country stating that Filipinos are allowed to participate in
government procurement activities for the same item or product.

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

Annex "A"

Statement of All Ongoing Government and Private Contracts

	a. Owner's Name				a. Amount of Award	a. Date Awarded
Name of Contract	b. Address	Nature of Work	Bidder's Kole		b. Amount of Completion	b. Contract Effectivity
	c. Telephone Nos.		Description	%	c. Contract Duration	c. Date Completed
Government:						
Private:						

# Annex "B"

# **Statement of Single Largest Completed Contract**

	a. Owner's Name				a. Amount of Award	a. Date Awarded
Name of Contract	b. Address	Nature of Work	Bidder's Kole		b. Amount of Completion	b. Contract Effectivity
	c. Telephone Nos.		Description	%	c. Contract Duration	c. Date Completed
Government:						
Private:						

## **Bid Securing Declaration**

REPUBLIC OF THE PH	IILIPPINES)
<b>CITY OF</b>	) S.S.
x	

## BID SECURING DECLARATION **Project Identification No.:** [Insert number]

PHILIPPINE SCIENCE HIGH SCHOOL - MAIN CAMPUS To: Agham Road, Diliman, Quezon City

I/We³, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by 1. 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 9184; without prejudice to other legal action the government may undertake.
- I/We understand that this Bid Securing Declaration shall cease to be valid on 3. the following circumstances:
  - Upon expiration of the bid validity period, or any extension thereof (a) pursuant to your request;
  - I am/we are declared ineligible or post-disqualified upon receipt of (b) 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.

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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 [of execution], Philippines. Affiant/s is/are personally known to me and was/were ider by me through competent evidence of identity as defined in the 2004 Rules on No Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of govern identification card used], with his/her photograph and signature appearing thereon, wir and his/her Community Tax Certificate No issued on at  Witness my hand and seal this day of [month] [year].	ntified otarial nment th no.
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]	 _ ed]
Doc. No Page No Book No Series of	

## **Omnibus Sworn Statement**

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 following responsibilities as a Bidder:
  - a) Carefully examine 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.

the obligations and undertakings is constitute criminal liability for Sw with unfaithfulness or abuse of converting any payment received involving the duty to deliver certar public and the government of the last 1930, as amended, or the Received the converting and the government of the last 1930, as amended, or the Received the converting and the government of the last 1930, as amended, or the Received the converting and the government of the last 1930, as amended, or the Received the converting and th	
, Philippines.	reunto set my hand this day of, 20 at
	[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant
of execution], Philippines. Affiant/s is/are p by me through competent evidence of ider Practice (A.M. No. 02-8-13-SC). Affiant/s exidentification card used], with his/her photo	efore me this day of [month] [year] at [place ersonally known to me and was/were identified ntity as defined in the 2004 Rules on Notarial whibited to me his/her [insert type of government graph and signature appearing thereon, with no. issued on at  By 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	

# **Bid Form for the Procurement of Goods**

Date: Project Identification⁴ No.:

To: PHILIPPINE SCIENCE HI Agham Road, Diliman, Que	GH SCHOOL – MAIN CAMPUS ezon City
Gentlemen and/or Ladies:	
Supplemental or Bid Bulletin Numacknowledged, we, the undersign <i>Goods]</i> in conformity with the satisfigures or the total calculated bid and other bid modifications in accommade part of this Bid. The total limited to: [specify the applicable]	dilippine Bidding Documents (PBDs) including the abers [insert numbers], the receipt of which is hereby duly ed, offer to [supply/deliver/perform] [description of the aid PBD for the sum of [total Bid amount in words and price, as evaluated and corrected for computational errors cordance with the Price Schedules attached herewith and bid price includes the cost of all taxes, such as, but not taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) vies and duites], which are itemized herein or in the Price
If our Bid is accepted, we und	dertake:
	in accordance with the delivery schedule specified in the nents of the Philippine Bidding Documents (PBDs);
b. To provide a perform prescribed in the PBD	nance security in the form, amounts, and within the times is;
•	Validity Period specified in the PBDs and it shall remain y time before the expiration of the period.
	Foreign-Assisted Project with the Development Partner: paid or to be paid by us to agents relating to this Bid, and rded the contract, are listed below:
Name and address Amount and Pur	rpose of agent Currency Commission or gratuity
(if none, state "None")]	
(ii none, state ivone )]	

52

⁴ If ADB, JICA and WB funded projects, use IFB.

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 authorizty].

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 C	Capacity:								
	re:								
Duly	authorized	to	sign	the	Bid	for	and	behalf	of
Date: _									

# **Price Schedule**

	For Goods Offered from Abroad
Name of Bidder	Project ID ⁵ No Page of

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

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	

54

⁵ If ADB, JICA and WB funded projects, use IFB.

# For Goods Offered from Within the Philippines

Name of Bidder	 Invitation to Bid ^o No	umber 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 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)

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	

55

⁶ If ADB, JICA and WB funded projects, use IFB.

