

**PHILIPPINE BIDDING DOCUMENTS**

**Procurement of 2<sup>nd</sup>  
Internet Service  
Provider**

**IB NO. PB-2021-03**

**Government of the Republic of the Philippines**

**Sixth Edition  
July 2021**

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# ***Section I. Invitation to Bid***



Republic of the Philippines  
Department of Health  
**BUREAU OF QUARANTINE**  
Manila



## INVITATION TO BID FOR *Procurement of 2<sup>nd</sup> Internet Service Provider*

1. The *Bureau of Quarantine*, through the *General Appropriations Act 2021* intends to apply the sum of *Two Million Pesos Only (Php 2,000,000.00)* being the ABC to payments under the contract for *Procurement of Internet Service Provider for FY 2021 under IB No. PB-2021-03*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *Bureau of Quarantine*, through the *General Appropriations Act 2021* intends to apply the sum of *Two Million Pesos Only (Php 2,000,000.00)* for the *Procurement of 2<sup>nd</sup> Internet Service Provider under IB No. PB-2021-03* being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The *Bureau of Quarantine* now invites bids for the above Procurement Project. Delivery of the Goods is required by *One (1) year*. 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.

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 *Bureau of Quarantine* and inspect the Bidding Documents at the address given below during *8:00AM to 5:00PM*.

5. A complete set of Bidding Documents may be acquired by interested Bidders on *March 9, 2021 to March 29, 2021* 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 Five Thousand Pesos Only (Php 5,000.00)* The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

6. The *Bureau of Quarantine* will hold a Pre-Bid Conference on *March 17, 2021, 01:00PM at the PE Conference Room, 2<sup>nd</sup> Floor PE Building, 25<sup>th</sup> and A.C Delgado Sts., Port Area Manila* and through Google Meet video conferencing which shall be open to prospective bidders. Link will be provided by the BAC Secretariat upon request prior to the said date.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *March 29, 2021, 01:00PM*. 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 *March 29, 2021, 01:00PM* at the *at the PE Conference Room, 2<sup>nd</sup> Floor PE Building, 25<sup>th</sup> and A.C Delgado Sts., Port Area Manila* or via *Go ogle Meet video conferencing*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Bureau of Quarantine* 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. The *Bureau of Quarantine* 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.
12. For further information, please refer to:  
  
*BAC Secretariat  
Bureau of Quarantine  
25<sup>th</sup> and Delgado Sts., Port Area, Manila  
5318-7500 loc. 117, Postal Code 1018  
boqbac@gmail.com*
13. You may visit the following websites:

For downloading of Bidding Documents: <http://quarantine.doh.gov.ph/>

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**CARLOS DELA REYNA JR., MD, MDM**  
BAC Chairperson

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

## **1. Scope of Bid**

The Procuring Entity, Bureau of Quarantine wishes to receive Bids for the Procurement of 2<sup>nd</sup> Internet Service Provider for FY 2021, with identification number PB-2021-03.

The Procurement Project (referred to herein as “Project”) is composed of one 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 *General Appropriations Act 2021* in the amount of *Two Million Pesos Only (Php 2,000,000.00)*.

2.2. The source of funding is:

*General Appropriations Act FY 2021*

## **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 Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) 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.

7.1. *[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.

7.2. *[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.

7.3. 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, Bureau of Quarantine, 25<sup>th</sup> and AC Delgado St. Port Area, manila and/or through videoconferencing/webcasting } as indicated in paragraph 6 of the **IB**.



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

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) 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 Three (3) 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 e.

b. For Goods offered from abroad:

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

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

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

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

a. Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until 120 calendar days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

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

## **16. Deadline for Submission of Bids**

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

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

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

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

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

## **18. Domestic Preference**

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

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

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

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

## **20. Post-Qualification**

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }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***

# Bid Data Sheet

ITB Clause																						
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>Procurement of 2<sup>nd</sup> Internet Service Provider</p> <p>completed within <i>Three (3) Years</i> prior to the deadline for the submission and receipt of bids.</p>																					
7.1	<p><u><i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i></u></p>																					
12	<p>The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>																					
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> <p>a. The amount of not less than <i>Forty Thousand Pesos Only (Php 40,000.00)</i> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <i>One Hundred Thousand Pesos Only (Php 100,000.00)</i> if bid security is in Surety Bond.</p>																					
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Item/ Lot No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Qty</th> <th style="text-align: center;">Unit</th> <th style="text-align: center;">Unit Cost</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>2<sup>nd</sup> Internet Service Provider</td> <td rowspan="3" style="text-align: center;">1</td> <td rowspan="3" style="text-align: center;">Lot</td> <td rowspan="3" style="text-align: center;">2,000,000.00</td> <td rowspan="3" style="text-align: center;">2,000,000.00</td> </tr> <tr> <td></td> <td>Load Balancer</td> </tr> <tr> <td></td> <td>VLAN Level 3 POE Switch</td> </tr> </tbody> </table>						Item/ Lot No.	Description	Qty	Unit	Unit Cost	ABC	1	2 <sup>nd</sup> Internet Service Provider	1	Lot	2,000,000.00	2,000,000.00		Load Balancer		VLAN Level 3 POE Switch
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	Load Balancer																					
	VLAN Level 3 POE Switch																					
20.2	<p><u>None</u></p>																					
21.2	<p><u>None</u></p>																					

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

## **1.Scope of Contract**

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

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

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

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

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

## **3.Performance Security**

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

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

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



## **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*

## Special Conditions of Contract

GCC Clause	
1	<p><i>[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:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>

	<p>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.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>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</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</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><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

## *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	Qty	Total	Delivery Site	Delivered, Weeks/Months
1	2 <sup>nd</sup> Internet Service Provider <ul style="list-style-type: none"> <li>• Load Balancer</li> <li>• VLAN Level 3 POE Switch</li> </ul>	1	Lot	BOQ Manila, 25 <sup>th</sup> and A.C Delgado Sts., Port Area Manila	Contract Duration 1 year, subscription renewable yearly upon evaluation, service will start 7 Calendar Days upon receipt of Notice to Proceed

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



# 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	<p>2<sup>nd</sup> Internet Service Provider</p> <ul style="list-style-type: none"> <li>• lease line with Internet (Dedicated) with /30IP</li> <li>• bandwidth: at least 110 Mbps</li> <li>• yearly/Monthly Payment</li> </ul> <p>see attached Terms of Reference</p>	

	<p>Load-Balancer</p> <ul style="list-style-type: none"> <li>• Multi-WAN Router (6 WAN) for medium business</li> <li>• 5x GE WAN, 3x GE LAN</li> <li>• 1U 19” Rackmount chassis,</li> <li>• Drop-in mode, advanced QoS, VPN Bonding</li> <li>• 1.5bps throughput</li> <li>• Remote installation</li> <li>• VLAN Level 3 POE Switch</li> </ul> <p>see attached Terms of Reference</p>	
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## TERMS OF REFERENCE

2<sup>ND</sup> INTERNET SERVICE PROVIDER OF BUREAU OF QUARANTINE – MAIN OFFICE

### TECHNICAL SPECIFICATIONS

#### I. DETAILS

##### A. Scope of Work

1. Provide at least 110 Mbps DIA internet connection to the Bureau of Quarantine (BOQ) - Main Office, that is stable and reliable for a nationwide coverage. Should be fiber to fiber (end to end point) with no copper in between or inserts.
2. Provide service from BOQ Server Room to the ISP Network Operation Center and vice versa;
3. Provide Ticketing System for every technical issue that will be reported;
4. Provide diagnostic reports and updates in case of connection failure;
5. Provide monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization;
6. Provide IPv6 ready and/or compliant connection;
7. Provide 24x7 support services;
8. Enter into a Service Level Agreement (SLA) with BOQ which includes parameters of rebates for non-performance, etc. and;
9. In the event of accidental disconnection/loose connection, the service provider must transfer or fix the connection immediately at no cost to BOQ.

**B. Technical Requirements:**

1. Prospected Bidders must submit detailed work plan specifying installation design, detailed activities, connectivity diagram from BOQ premises up to the last mile and timelines in order to determine compatibility with existing BOQ Local Area Network and network security devices configuration and the BOQ building's electrical power rating.
2. The technical requirements are the following but not limited to these:

- a. Dedicated leased line connection or with a CIR of at least 110 Mbps bandwidth from Direct Internet Connection
- b. Provision, installation and configuration of modem of at least 110 Mbps bandwidth for direct internet connection.
- c. Provide modem, media converter or similar devices to attain physical connection from BOQ router to the ISP and to the Internet.
- d. Provide a High Availability, failover/redundancy link (ActiveActive) to avoid BOQ Internet downtime
- e. Testing of High Availability, failover/redundancy link (ActiveActive)
- f. Provide a Full Class C of public IP address that will be used in peering
- g. Provide Domain Name Server (DNS) reverse lookup for entries with the assigned classless network.
- h. Provide reliable Forwarding and Secondary DNS.
- i. Assessment, Reconfiguration and fine tuning of BOQ DNS servers
- j. Configuration of DNS sub-domain names.
- k. Designing and implementation of an IP addressing schemes or sub-netting for official/valid IP addresses and unofficial/private IP addresses.
- l. Configuration of private IP workstations to avail unlimited Internet access/services such as surfing, e-mail, and other Internet services via DHCP and proxy.
- m. The ISP/Telco must not be an existing internet service provider of the BOQ as to prevent single point of failure, in case of ISP/Telco breakdown.

5. Provide a BOQ network to the Internet, 24hrs x 7 days a week unlimited access to the Internet.

C. Expected Deliverables/Outputs:

- 1. Inception Report, which will include work plan
- 2. Full at least 110 Mbps digital leased line connection from BOQ to the Internet
- 3. Fully configured Modem supporting at least 110 Mbps DIA Internet connection
- 4. Full classed C IP Address
- 5. Result of High Availability, failover/redundancy link testing

6. Monthly reports of traffics and usage i.e. MRTG report from BOQ to Internet
7. Unlimited Full Internet Access of corporate users via BOQ router and proxy
8. Fully functional and fully configured modem/router
9. List of at least 3 technical support staff with details on qualifications such as education, training and related experience that will be assigned to provide technical support to BOQ

## 2. Actual Installation

- a. Set up dedicated, 1:1 Internet Connection with the Committed Information Rate (CIR) of at least 110 Mbps DIA. With the CIR of at least 99.95%
- b. Provide and install a Channel Service Unit/Data Service Unit (CSU/DSU) modem and media converter at both ends of the Internet connections.
- c. Provide internet connectivity directly to BOQ Server Room, including materials needed for the purpose. This includes provision for the installation of cables/insulation using industry standard, materials and best practices.
- d. Complete the delivery, installation and configuration immediately upon receipt of the Notice to Proceed (NTP).

## 3. Configuration

- a. Configure modem, media converter or similar devices for dedicated direct internet speed connection;
- b. Provide DNS reverse lookup for entries with the assigned IP addresses; and,
- c. Provide reliable Forwarding and Secondary DNS;
- d. Configuration of Load-Balancer;
- e. Configuration of Switch;

## 4. Implementation

- a. Shall maintain all equipment in proper working order.
- b. Provide an escalation list and procedure in reporting fault and outages.
- c. Must immediately advice BOQ any downtime occurrence or if any case the internet rerouted to a backup link.
- d. Must have standby equipment to replace immediately the existing equipment used once found defective

## 5. Rebates

- a. Provide industry standard Service Level Agreement (SLA) which shall carry a corresponding “Performance Credit” or rebate in favor of BOQ should any of the committed parameters mentioned below are not met.
- b. Should be able to render the following services:
  - i. Availability - Provide at least 99.95% link uptime in a month.
  - ii. Latency
    - ii.1. Provide not more than 80 milliseconds average round trip latency from BOQ to local ISP port; and
    - ii.2. Provide not more than 200 milliseconds average round trip latency from local ISP port to International port
- c. Render 24 hours x 7 days customer service support
  - i. Support response time, i.e., not more than 30 minutes for emergency tickets for the following categories:
    - ii.1. Link connection is down
    - ii.2. Packet loss, variation in latency
    - ii.3. Routing issue
  - ii. Not more than Two (2) hours response time for technical problem that requires on-site services
- d. Rebate Schedule for Downtime Connection Interruption/Outage

If the interruption is attributable to the ISP, as acknowledged by the ISP’s Network Operation Center, the ISP shall voluntarily make the appropriate “Performance Credit” or rebate to the BOQ 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: The prospective bidder must fill up the necessary Credit equivalent for each Length of Interruption.

## 6. Maintenance

- a. Provide a single point of contact for customer support in both areas of network connectivity and Internet access;
- b. Shall respond to request for maintenance at no cost to BOQ;

c. Provide not less than 7 days proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any; subject to the approval of BOQ and

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

**TERMS OF REFERENCE**

**LOAD-BALANCER**

<b>HARDWARE SPECIFICATION</b>	
No. of WAN Ports:	at least 5 (GE)
No. of LAN Ports:	at least 3 (GE)
No. of WAN USB Modem:	at least 1 usb port
VLAN Supported:	Yes
<b>CORE FUNCTION SPECIFICATION</b>	
802.1q VLAN supported:	Yes
No. of Load Balancing Algorithm:	at least 8 algorithm (v17)
Capable of Port based VLAN	Yes
Load Balancing with Failover	Yes
Drop-In Mode Deployment	Yes
High Availability	Yes
<b>PERFORMANCE SPECIFICATION</b>	
Recommended Users:	300 - 1000
Recommended PPTP/L2TP Users:	at least 100
Firewall Throughput	at least 1.5 Gbps
VPN Throughput (256 AES)	at least 200 Mbps
VPN Throughput (No Encryption)	at least 200 Mbps
No. of VPN Peers Supported:	30-100 Pevpn
1U Rackmount (Yes/No):	Yes
<b>POWER REQUIREMENTS</b>	
Power Supply Input: Internal Auto-Ranging 110-240VAC	Yes
Power consumption:	50 W
Product Certifications (Safety, EMC) :	CE, FCC, RoHS
<b>TECHNICAL SPECIFICATION</b>	
<b>WAN</b>	
Support for PPPoE, Static IP and DHCP	Yes
Can check WAN Link Health: PING, DNS Lookup, HTTP	Yes
Bandwidth Allowance Monitoring	Yes
USB 3G/4G Modem Support	Yes
Support for dynamic DNS such as changeip.com, dyndns.org, no-ip.org, tzo.com, DNS-O-Matic	Yes
WAN convertible to LAN port	Yes

DHCP Server for LAN	Yes
Extended DHCP Options	Yes
DHCP Reservation	Yes
DNS Proxy for LAN Clients	Yes
Intelligent Link Failover	Yes
Persistent Session	Yes
Load Distribution per Service	Yes
Configurable Load Balancing Algorithms: Weighted, Priority, Overflow, Enforced, Lowest Latency, Least Used, Persistence. Fastest Response Time	Yes
Denial of Service Prevention	Yes
Stateful firewall	Yes
Web blocking	Yes
Site-to-site VPN: Bandwidth Agreggation over VPN, 256- bit AES, Dynamic routing, pre-shared key	Yes
IPSec VPN (Net to Net) with support to X.509 Certificate	Yes
PPTP VPN Server with support on RADIUS and LDAP Authentication	Yes
User Groups: Bandwidth Reservation	Yes
Invidual Bandwidth Limit Policy	Yes
Application Prioritization: User/Groups; SIP/HTTPS/VPN QoS; Custom Application	Yes
Configurable Static Routing	Yes
Port Forwarding	Yes
NAT: Many to One and One to One NAT	Yes
NAT pooling	Yes
Support on SIP ALG and H.323 ALG	Yes
Support on UPnP, NAT-PMP	Yes
WINS Server	Yes
Dynamic Routing Support:	OSPF and RIPv2 Support
AP Controller: Auto AP Discovery Support	Yes
AP Controller: Auto AP Firmware Management	Yes
AP Controller: Configuration Profiling	Yes
AP Controller: Wifi Usage Statics	Yes
WAN Smoothing, Bandwidth Bonding, Hot Failover	Yes
DNS: Built-In Authoratative DNS can support A, CNAME, NS, MX, PTR, SOA,SRV,TXT records	Yes
Secured Web Administration Interface	Yes
Configurable SMTP configuration for Report Notification	Yes
Active client and Session List	Yes



Statistics for Bandwidth Usage	Yes
SysLog Service	Yes
Support SNMP v1 v2c and v3	Yes
Command Line Interface via SSH with customizable access port	Yes
Support for Cloud Management	Yes
RADIUS and LDAP Support for User Authentication	Yes
Time and Usage Quotas for Open Access	Yes
Customizable Captive Portal	Yes
<b>SUPPORT FEATURES</b>	
1-Year Hardware standard warranty & RMA	Yes
1-Year Standard Support: Unlimited Email 8x5 Email Support and Firmware Upgrade	Yes
Knowledgebase/Support Forum/Updated Online Documentation	Yes
<b>SWITCH</b>	
<b>HARDWARE SPECIFICATION</b>	
52-Port L3 Lite Stackable Smart Managed Gigabit PoE Switch w/ 4 10G Uplink [48 x GbE PoE+, 4 x 10 Gigabit SFP+, 370W	

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
- Or**
- (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 document;
- And**
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
- And**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private 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**
- (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**
- (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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

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

***Class “B” Documents***

- (l) 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**

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

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

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

