



REPUBLIC OF THE PHILIPPINES
Department of Health
NATIONAL CENTER FOR MENTAL HEALTH
Nueve de Febrero Street, Mandaluyong City, Philippines
BIDS AND AWARDS COMMITTEE



Telephone No. 531-0001 loc. 242

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E-mail: bacncmh@yahoo.com

Website: www.ncmh.gov.ph

CHECKLIST FOR BIDDERS

Project: **Public Bidding for Installation of 100 MBPS Fiber Optic Leased Line Internet Service for Hospital-Wide Internet Access for 12 Months**

Approved Budget for the Contract (ABC):

PhP1,800,000.00

Date/Time and Venue of Opening of Bids:

September 23, 2020, 09:00 AM

NCMH BAC Conference Room

Instructions:

1. A bidder must submit one (1) original (i.e., "ORIGINAL") and two (2) additional copies of the original (i.e., "COPY NO. 1" and "COPY NO. 2"). All documents shall be current and updated.
2. The "ORIGINAL" copy of the bid form shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative.
3. To facilitate the evaluation of the bids, bidders are advised to compile the documents in two (2) separate folders (i.e., one for Eligibility/Technical Documents and another for Financial Documents), properly labelled and tabbed, and following the sequence provided herein.

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS' ENVELOPE

I. TECHNICAL COMPONENT ENVELOPE

CLASS "A" DOCUMENTS

A. LEGAL DOCUMENTS

- (1) REGISTRATION CERTIFICATE FROM PHILIPPINE GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM (PHILGEPS) – Platinum Membership; or
- (2) BUSINESS REGISTRATION CERTIFICATE from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the BDS; and
- (3) MAYOR'S PERMIT (valid and current) issued by the city or municipality where the principal place of business of the prospective bidder is located; and
- (4) TAX CLEARANCE CERTIFICATE (valid and current) for Bidding Purposes, per Executive Order No. 398, s. 2005, as finally reviewed and approved by BIR.

B. TECHNICAL DOCUMENTS

- (1) Statement of ALL ITS ON-GOING 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, using the form prescribed in Annex: Bidding Forms; and
This statement shall be supported with:
Notice of Award or Notice to Proceed or Contract issued by the owners.
**All spaces should be filled up with correct information.*
- (2) Statement of the Bidder's SINGLE LARGEST COMPLETED CONTRACT (SLCC)* *similar* to the contract to be bid, in accordance with ITB Clause 5.4 and using the form prescribed in Annex: Bidding Forms.

NOTE: Similar project refers to "Installation of 100 MBPS Fiber Optic Leased Line Internet Service", costing at least fifty percent (50%) of the ABC – equivalent to **₱900,000.00**.

This statement shall be supported with:

- (a) Notice of Award or Contract issued by the owners.
- (b) Project Owner's Certificate of Final Acceptance, or the Certificate of Completion, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted.

**All spaces should be filled up with correct information.*

(3) BID SECURITY in any of the following form:

- (3.1) Notarized Bid Securing Declaration, using the form prescribed in Annex: Bidding Forms; or
- (3.2) Cash, Cashier's/Manager's Check, issued by a Universal or Commercial Bank (not less than 2% of the ABC); or
- (3.3) Bank Draft/Guarantee or an Irrevocable Letter of Credit issued by a Universal or Commercial Bank, or by a foreign bank but shall be accompanied by a confirmation from a Universal or Commercial Bank(not less than 2% of the ABC); or
- (3.4) Surety Bond, callable upon demand [issued by a surety or insurance company, with a certification from the Insurance Commission as authorized to issue such instrument](not less than 5% of the ABC).

(4) PROJECT REQUIREMENTS, which shall include the following:

- (4.1) Conformity to TECHNICAL SPECIFICATIONS, using the prescribed form in Section VII of the Bidding Documents and showing compliance to each item description provided for by NCMH;
- (4.2) Notarized LETTER OF ASSURANCE as to the availability of service and provide maintenance and technical support.
- (4.3) Service Providers/Bidders should be a telecommunications company or owner of a network, have the expertise and five (5) year experience in Internet service provisioning.
- (4.4) Service Providers/Bidders must submit copies of Client Satisfactory Certificates from at least three (3) clients each for the last three (3) years for similar contracts. Similar contracts shall refer to 100 Mbps Leased Line Internet connection.
- (5) Notarized OMNIBUS SWORN STATEMENT in accordance with Section 25.3 of the IRR of RA 9184, using the form prescribed in Annex: Bidding Forms.
- (6) AUTHORITY OF THE SIGNATORY, whichever is applicable:
 - (a) Special Power of Attorney, in case of single proprietorship.
 - (b) Resolution from the General Manager or President, if partnership.
 - (c) Board resolution with Secretary's Certificate, in case of Corporation.
 - (d) Resolution signed by all the joint-venture partners, in case of Joint-Venture.

FINANCIAL DOCUMENTS

- (7) AUDITED FINANCIAL STATEMENTS(For CY 2018 and 2019) showing among others the 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 date of bid submission. Attached a copy of the latest Annual Income or Business Tax Returns filed and paid thru BIR's Electronic Filing and Payment System (eFPS).

- (8) Duly signed **NET FINANCIAL CONTRACTING CAPACITY (NFCC) COMPUTATION**, in accordance with ITB Clause 5.5, or a commitment from a Universal or Commercial Bank to extend a Credit Line in favor of the prospective bidder if awarded the contract to be bid.

CLASS "B" DOCUMENTS: IF APPLICABLE —

- (9) **JOINT VENTURE AGREEMENT (JVA)**, in case the joint venture is already in existence; or In the absence of a JVA, **Duly Notarized Statements** (i.e., Protocol/Undertaking of Agreement) from all the potential joint venture partners should be included in the bid, stating: *That*, they will enter into and abide by the provisions of the JVA in the event that the bid is successful; and *That*, failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security (Section 23.1(b) of the 2016 Revised IRR).

NOTES:

- (a) The JVA or the Protocol must specify the company/partner and the name of the office designated as the authorized representative of the joint venture.
- (b) Each partner of the joint venture shall submit their respective Legal (I.A) —Eligibility Documents.
- (c) The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided that*, the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and latest Audited Financial Statements.

******IF NOT APPLICABLE INDICATE IN A SEPARATE SHEET WITH TABBING THAT JOINT VENTURE AGREEMENT IS NOT APPLICABLE******

OTHER DOCUMENTARY REQUIREMENTS UNDER RA NO. 9184 (as applicable)

- (10) [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.
- (11) Certification from the DTI if the bidder claims preference as a Domestic Bidder or domestic Entity

FINANCIAL COMPONENT ENVELOPE

- (1) Duly signed and completed **FINANCIAL BID FORM**. And
- (2) Duly signed and completed **PRICE SCHEDULE FORM**.

Note well:

1. Any missing, incomplete, or patently insufficient document in the above-mentioned checklist shall be considered "FAILED" (as per Rule IX, Sec. 30.1 of R.A. No. 9184).
2. In case of discrepancies between this checklist and the bidding documents the latter shall prevail.

The above checklist was discussed and agreed upon by the members of the NCMH Bids and Awards Committee in consultation with its Technical Working Group, including the proponent /end-user/ implementing unit.



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SECTION II: INSTRUCTION TO BIDDERS

1. Scope of Bid

The Procuring Entity, NATIONAL CENTER FOR MENTAL HEALTH, wishes to receive Bids for the **INSTALLATION OF 100 MBPS FIBER OPTIC LEASED LINE INTERNET SERVICE FOR HOSPITAL-WIDE INTERNET ACCESS FOR 12 MONTHS CY 2020.**

The Procurement Project (referred to herein as "Project") is composed of:

CATEGORY	PROPOSED BUDGET FOR THE CONTRACT (ABC)
Public Bidding for the Installation Of 100 MBPS Fiber Optic Leased Line Internet Service For Hospital-Wide Internet Access For 12 Months CY 2020	PHP 1,800,000.00

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 CY2020 in the amount of Php 1,800,000.00

2.2 The source of funding is:

a. **NGA, the National Expenditure Program.**

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

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

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

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

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

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

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

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

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

2.3 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:

[Select one, delete the other/s]

a. For the procurement of Non-expendable Supplies and Services: The Bidders must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

b. 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.

c. For procurement where the Procuring Entity has determined, after the conduct of market research, the imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*

i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five (25%) percent in the case of expendable supplies*] of the ABC for this Project; and

- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

2.4 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

- Subcontracting is not allowed

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **September 11, 2020 (Friday) – 9:00AM**, at **BAC Conference Room, Procurement Section of the National Center for Mental Health** 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 request must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2 The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.

10.3 If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13 – 2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1 The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2 If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3 Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4 For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184

11.5 *Not applicable*

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 prices, 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)**.

12.2 *Not applicable*

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 not be 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 calendars from the date of Submission and Opening of Bids]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3 *Not applicable*

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**.

16.2 *Not applicable*

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.

18.2 *Not applicable*

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 *Not applicable*
- 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:
- [Select one, delete the other/s]*
- Option 1 – One Project having several items shall be awarded as one contract.
- Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- Option 3 – One Project having several items, which shall be awarded as separate contracts per item.
- [Delete Options 2 and 3 if Framework Agreement will be used.]*
- 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 of 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 of items participated in by the prospective Bidder.

20 Post-Qualification

- 20.1 *[Include if Framework Agreement will be used:]*
- 20.2 Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that is 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**.



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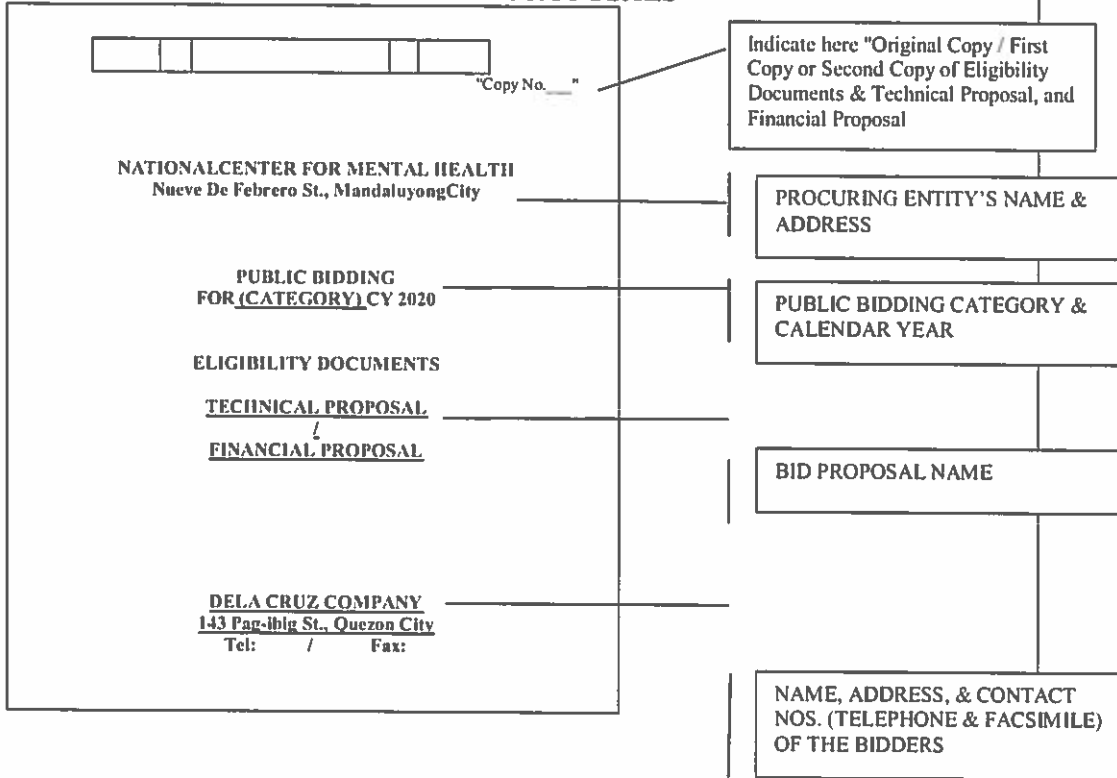
Website: www.ncmh.gov.ph

SECTION III: BID DATA SHEET

ITB Clause									
5.3	For this purpose, contracts similar to the Project shall be: a. Installation of 100 Mbps Fiber Optic Leased Line Internet Service For Hospital-Wide Internet Access For 12 Months CY 2020.								
7.1	Subcontracts is not allowed								
12	The Price of the Goods shall be quoted in Philippine Peso.								
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 is not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount is not less than five percent (5%) of ABC, if bid security in is Surety Bond.								
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ITEM</th> <th style="text-align: center;">QTY</th> <th style="text-align: center;">UNIT PRICE</th> <th style="text-align: center;">TOTAL PRICE</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Public Bidding For The Installation Of 100 Mbps Fiber Optic Leased Line Internet Service For Hospital-Wide Internet Access For 12 Months Cy 2020</td> <td style="text-align: center;">1 Lot</td> <td style="text-align: right;">1,800,000.00</td> <td style="text-align: right;">1,800,000.00</td> </tr> </tbody> </table>	ITEM	QTY	UNIT PRICE	TOTAL PRICE	Public Bidding For The Installation Of 100 Mbps Fiber Optic Leased Line Internet Service For Hospital-Wide Internet Access For 12 Months Cy 2020	1 Lot	1,800,000.00	1,800,000.00
ITEM	QTY	UNIT PRICE	TOTAL PRICE						
Public Bidding For The Installation Of 100 Mbps Fiber Optic Leased Line Internet Service For Hospital-Wide Internet Access For 12 Months Cy 2020	1 Lot	1,800,000.00	1,800,000.00						
20.2	Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that is submitted the Lowest Calculated Bid, the Bidder shall submit its a. Current and Valid Tax Clearance b. Current and Valid Income and Business Tax Returns c. Certificate of Philgeps Registration (Platinum Membership) d. Current and Valid Mayor's Permit								
21.2	Not Applicable								

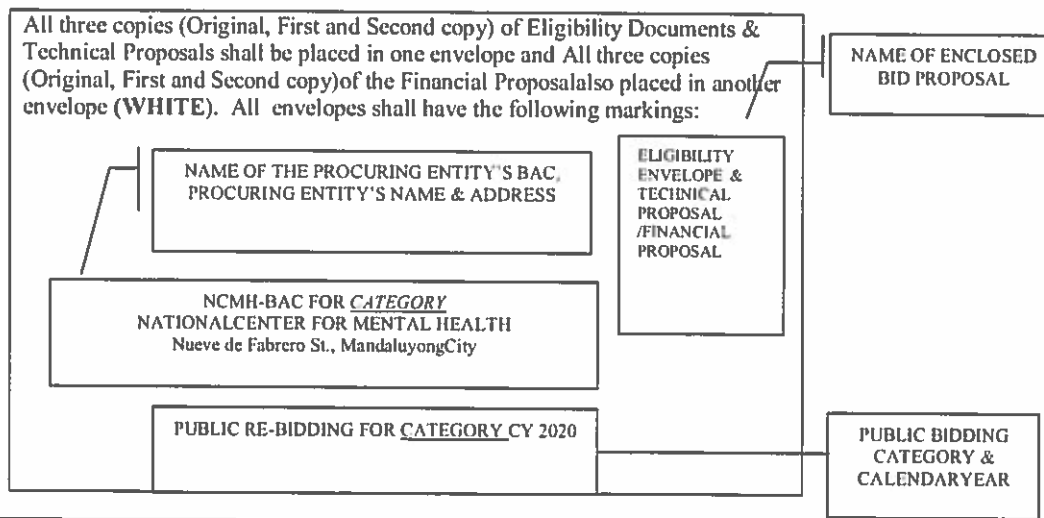
The three (3) copies of Eligibility Documents and Technical Proposal combined in one folder and three (3) copies of the Financial Proposal in separate Folder (Indicate: Original, First or Second Copy) in a **WHITE FOLDER**. Each folder with fastener on top, with Table of Contents and Tabs (properly labeled according to the checklist for bidders issued).

**MARKING FOR ELIGIBILITY/TECHNICAL PROPOSALS /
FINANCIAL PROPOSALS**



NOTE: Color of Folder is **WHITE**

Note: All tabbing shall be in words / title based on the Checklist.



MARKINGS FOR ENVELOPES

DELA CRUZ COMPANY
143 Pag-Ibig St., Quezon City
Tel: _____ / Fax: _____
DO NOT OPEN BEFORE: _____ / ____ : ____

NAME, ADDRESS & CONTACT NUMBERS (Telephone & Facsimile) OF THE BIDDER, "DO NOT OPEN" LABEL WITH THE DATE & TIME OF THE SUBMISSION & OPENING OF BIDS



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SECTION IV: GENERAL CONDITIONS OF THE CONTRACT

1. Scope of Work

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 the 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 if 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

6.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2 The Procuring Entity shall promptly notify the Supplier in writing if any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods of 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.



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**SECTION V:
SPECIAL CONDITIONS OF CONTRACT**

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms if this Contract shall be as follows:</p> <p>"The delivery terms applicable to this Contract are delivered to <i>IHOMP / IT Section, National Center for Mental Health</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 are: Mr. Rommel Rodriguez and Mr. William Arias.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none">a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; ande. 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. <i>[Specify additional incidental service requirements, as needed.]</i> <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>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information</p>

	<p>pertaining to spare parts manufactured or distributed by the Supplier;</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. Such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. In the event of termination of production of the spare parts: <ul style="list-style-type: none"> 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. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) 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 of 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 of components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p>Packaging –</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>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the</p>

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



REPUBLIC OF THE PHILIPPINES
Department of Health
NATIONAL CENTER FOR MENTAL HEALTH
Nueve de Febrero Street, Mandaluyong City, Philippines



BIDS AND AWARDS COMMITTEE

Telephone No. 531-9001 loc. 242

Telefax No. 5318318

E-mail: bacncmh@yahoo.com

Website: www.ncmh.gov.ph

Section VI: Schedule of Requirements

ITB No. 2020-0015

ITEM NO.	DESCRIPTION	QTY	DELIVERY SITE			DELIVERY PERIOD and TERMS OF PAYMENT "Time is of the essence for the delivery of the following goods"
			OFFICE	FACILITY	ADDRESS	
1	Application for the Installation of 100 MBPS Fiber Optic Leased Line Internet Service for Hospital-Wide Internet Access for 12 Months Cy 2020	LOT	Integrated Hospital Operations Management Program / Information Technology Unit, NCMH Compound, Nueve de Pebrero St., Mandaluyong City	NCMH	9 De Febrero Mandaluyong City	<p>a. Internet subscription will be 12 months. One (1) month shall be allotted for installation, configuration and testing.</p> <p>b. One-time payment of service charge shall be made after full/complete delivery, installation, configuration an activation of Internet services within the prescribed period and upon issuance of Certificate of Inspection and Acceptance by NCMH.</p> <p>c. Succeeding payment shall be made on a monthly basis for 12 months subject to submission of billing statements and other supporting documents by the ISP.</p>
CONFORME:						
<i>(Company Name)</i>						
<i>(Name and Signature of Authorized Representative)</i>						



REPUBLIC OF THE PHILIPPINES

Department of Health

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SECTION VII TECHNICAL SPECIFICATIONS

INSTALLATION OF 100 MBPS FIBER OPTIC LEASED LINE INTERNET SERVICE FOR HOSPITAL-WIDE INTERNET ACCESS FOR 12 MONTHS CY 2020

INSTRUCTION: 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 Bidders 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 provisions of ITB Clause 3.1(a) (ii) and/or GCC Clause 2.1(a)(ii).

Technical Specifications Particulars	Requirements	Statement of Compliance
1. Application for the Installation of 100 MBPS Fiber Optic Leased Line Internet Service for Hospital-Wide Internet Access for 12 Months Cy 2020	To Install and configure 100 MBPS Fiber Optic Leased Line Internet Service in NCMH as per Terms of Reference of the Project under one entity capable of executing such work and willing to be held accountable to NCMH as a single point of contract for Project management purposes	
CONFORME:		
<i>(Company Name)</i>		
<i>(Name and signature of Authorized Representative)</i>		

CONFORME:
<i>(Company Name)</i>
<i>(Name and Signature of Authorized Representative)</i>

TERMS OF REFERENCE FOR THE INSTALLATION OF 100 MBPS FIBER OPTIC LEASED LINE INTERNET SERVICE FOR HOSPITAL-WIDE INTERNET ACCESS FOR 12 MONTHS CY 2020

I. BACKGROUND

The Internet has been a vital part of NCMH operations for the past years. It served as the primary medium of communication, data transfer and online transactions between the hospital and the Department of Health, as well as with other government agencies. With the current pandemic, agencies are now required to conduct streaming meetings and transactions online as part of safety protocols. Thus, the availability of an Internet facility that has efficient capability to access electronic data and information from different sources and share electronic data and information has been an integral part of hospitals' day-to-day operations.

NCMH's current Internet setup is consists of 12 wireless broadband (Globe) and 4 digital subscriber line (DSL PDT) deployed at different offices. These individual accounts pose difficulties in handling access and control because they cannot be managed centrally. Users also complain of slow Internet access. This is due to congested backbone lines within the vicinity of Nueve de Pebrero, Mauway.

It is essential to have a single access point for Internet connectivity within the hospital to centralize firewall management and control of access to mitigate outside cyber attacks and intrusions. More importantly, having only one Internet corporate account streamlines the process of accounting and budgeting rather than dealing with individual accounts that sometimes lead to confusion and disconnection.

II. OBJECTIVE

This project seeks to engage the services of an Internet Service Provider to provide a stable Internet bandwidth with a Committed Information Rate (CIR) of 100MBpsthrough a dedicated fiber optic leased line connection. The ISP shall provide an Internet connection to NCMH for 12 months.

CONFORME:
<i>(Company Name)</i>
<i>(Name and Signature of Authorized Representative)</i>

III. SCOPE OF WORK

1. Provision of Internet Services of Telco Lease line for a nationwide coverage.
2. Subscription of Internet connection will be 12 months.
3. Provision of Internet Connection with a CIR of 100MBps bandwidth, capable of connecting the whole NCMH network to the Internet, 24 hours x 7 days a week unlimited access to the Internet.
4. Provision of diagnostic reports and updates in case of connection failure.
5. Provision of monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization.
6. Provision of router/s, leased line modem/s, media converter/s or similar devices to attain physical connection from NCMH to the ISP and to the Internet.
7. Provision of at least thirteen (13) static public Internet Protocol (IP) addresses.
8. Installation and configuration of router with integration to NCMH firewall.
9. Delivery of an IPv6-ready and/or compliant connection.
10. Entering into a Service Level Agreement (SLA) which define parameters of rebates for non-performance, etc.

IV. QUALIFICATION REQUIREMENTS

1. Service Providers/Bidders should be a telecommunications company or owner of a network, have the expertise and five (5) year experience in Internet service provisioning.
2. Service Providers/Bidders must have the capacity and ability to provide maintenance services and technical support.
3. Service Providers/Bidders must submit copies of Client Satisfactory Certificates from at least three (3) clients each for the last three (3) years for similar contracts. Similar contracts shall refer to 100 Mbps Leased Line Internet connection.

CONFORME:
<i>(Company Name)</i>
<i>(Name and Signature of Authorized Representative)</i>

V. TECHNICAL REQUIREMENTS

1. Bidders must submit detailed work plan specifying installation design, detailed activities, connectivity diagram from NCMH premise up to the last mile and timelines. Service Providers/Bidders are required to conduct site survey.
2. The technical requirements and evaluation parameters are as follows:

Parameters	Evaluation
Setup a Dedicated Direct Internet Connection at NCMH.	At least 100 Mbps Committed Information Rate (CIR) burstable to 120 Mbps bandwidth using Fiber Optic Leased Line Connection.
Provide and configure modem for the 100 Mbps Direct Internet Connection.	Configure the modem.
Configure backup modem in case of breakdown.	Configure backup modem (standby).
Assign 13 Public IP addresses to NCMH.	At least 13 usable IP addresses.
Availability and quality of connection.	Not less than 95% link uptime in a month.
Latency (Delay)	Not more than 80 ms average round trip from NCMH to ISP port. Not more than 200 ms average round trip from ISP port to US/international ports.
Provide single point of contact for customer support in areas of connectivity and Internet access.	Single point of contact for customer support.
Submit access/usage reports	Monthly report.
Provide proactive notice of scheduled downtimes or service interruptions.	Not less than 5 days.
Render customer service support	24 hrs x 7 days.
Provide rebates in Service Level Agreement.	Rebates.
Provide detailed work plan.	Detailed work plan.

CONFORME:
(Company Name)
(Name and Signature of Authorized Representative)

VI. DUTIES AND RESPONSIBILITIES OF THE INTERNET SERVICE PROVIDER (ISP)

1. Pre-Installation

Provide detailed work plan specifying installation design, detailed activities, network diagram showing connectivity from NCMH up to the last mile and timelines.

2. Actual Installation

- a. Set up Internet Connection with the Committed Information Rate (CIR) connection bandwidth for both upstream and downstream network traffic flows at NCMH Server Room;
- b. Provide and install a Channel Service Unit/Data Service Unit (CSU/DSU) modem at both ends of the Internet connections.
- c. Provide and install a Modem at both ends of the Internet connections.
- d. Provide internet connectivity directly to NCMH server room, including materials needed for the purpose. This includes provision for the installation of cables/insulation using industry standard and materials.
- e. Complete the delivery, installation and configuration within thirty (30) calendar days from the receipt of the Notice to Proceed. Otherwise, the winning Service Provider/Bidder shall pay the corresponding penalties/liquidated damages in the amount of one tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay.

3. Configuration

- a. Configure CSU/DSU modem for dedicated direct internet speed connection;
- b. Configure modem and backup modem to the equivalent direct Internet connection speed;
- c. Assign at least 13 usable hosts public Internet Protocol (IP) Addresses or one classless (/28) network to NCMH;
- d. Provide DNS reverse lookup for entries with the assigned classless network; and,
- e. Provide reliable Forwarding and Secondary DNS.

CONFORME:
<i>(Company Name)</i>
<i>(Name and Signature of Authorized Representative)</i>

4. Testing Period

- a. The selected ISP shall notify NCMH in writing five (5) days prior to the required inspection/testing of the internet service connection.
- b. The acceptance test procedure shall be in accordance with the following:
 - i. The acceptance testing will be undertaken for a period of seven (7) days.
 - ii. Direct Internet leased line/ will have no service interruption during the agreed test period.
 - iii. The guaranteed Internet bandwidth of 100 Mbps Committed Information Rate (CIR) as primary connection is attained 24/7.
 - iv. Average latency should not exceed more than 60 milliseconds average round trip from NCMH to ISP port and not more than 150 milliseconds average round trip from ISP port to US/International port.
 - v. MRTG should be in place.
 - vi. Assignment of at least 13 usable Public IP Addresses.
 - vii. The provider must conduct a Bit Error Rate (BER) test during the testing period to eliminate cyclic redundancy check (CRC) errors
 - viii. If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all of these conditions have been duly satisfied continuously for 7 working days.

Start of Contractor's billing shall be based on the date of issuance of Certificate of Acceptance.

During the testing period, the Contractor shall not be held liable for performance degradation/interruptions that are beyond its control such as power outages, fluctuations or failure or malfunction of NCMH's own equipment, and regional/international Internet backbone problems.

NCMH shall issue immediately the Certificate of Inspection and Acceptance to the Provider upon successful completion of the testing certifying that the Service Provider conforms to Section V.

5. Implementation

- a. Shall maintain all equipment in proper working order.

CONFORME:
<i>(Company Name)</i>
<i>(Name and Signature of Authorized Representative)</i>

- b. Provide an escalation list and procedure in reporting fault and outages.
- c. Provider must immediately advise NCMH any downtime occurrence or if any case the internet rerouted to a backup link.
- d. Provider must have standby equipment to replace immediately the existing equipment once found defective.

6. Rebates

- a. Provide industry standard Service Level Agreement (SLA) which shall carry a corresponding "Performance Credit" or rebate in favor of NCMH should any of the committed parameters mentioned below is not met.
- b. The selected ISP Provider should be able to render the following services:
 - i. Availability - Provide 99% link uptime in a month.
 - ii. Latency – Provide not more than 80 ms average round trip from NCMH to ISP port. Provide not more than 200 ms average round trip from ISP port to US/international ports.
 - iii. Render 24 hours x 7 days customer service support.
Support response time
 - 30 minutes for emergency tickets for the following:
 - Link connection is down
 - Packet loss, variation in latency
 - Routing issue
 - Two (2) hours response time for technical problem that requires onsite services. For problem reported after 4:00 PM, services shall be rendered 8:00 in the morning of the following business day.
 - Twenty-four (24) hours response time for DNS technical support requests.

c. Rebate Schedule for Downtime Connection Interruption/Outage

If the interruption is attributed to the ISP, as acknowledged by the ISP's Fault Management Center, the ISP shall voluntarily make the appropriate "Performance Credit" or rebate to NCMH 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:

CONFORME:
<i>(Company Name)</i>
<i>(Name and Signature of Authorized Representative)</i>

Length of interruption	Credit
Less than 30 minutes	None
30 – 179 minutes	3/10 day
180 – 359 minutes	3/5 day
360 – 539 minutes	1 & 1/5 days
540 – 719 minutes	1 & 4/5 days
720 – 899 minutes	2 & 2/5 days
900 – 1440 minutes	3 days

For interruptions over 24 hours, credit will be allowed in 3/5 day multiples for each 3-hour period of interruption or fraction thereof over 24 hours.

7. Maintenance

- a. 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 NCMH;
- 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 NCMH, and
- d. Submit monthly access/usage reports to attest compliance to the SLA.

VI. DUTIES AND RESPONSIBILITIES OF NCMH

1. Grant the ISP's authorized representative/s access to its premises, equipment and facilities therein to perform its obligations, provided that such representative/s shall be accompanied by the IT staff of NCMH.
2. Responsible for the safe custody and use of the equipment installed by the Service Provider.
3. Monitor the provided services and verify if the parameters under the SLA are met and performed by the ISP.
4. Issue Certificate of Inspection and Acceptance.
5. Conduct an assessment on the quality of service provided particularly the cost charged by the ISP and range of services it offers against other service providers in the area.

CONFORME:
<i>(Company Name)</i>
<i>(Name and Signature of Authorized Representative)</i>

6. Conduct assessment/evaluation of the ISP 60 days before the end of the contract. NCMH may renew the contract for another year depending on the ISP's performance.

VII. TERMS OF PAYMENT

1. One-time payment of service charge shall be made after full/complete delivery, installation, configuration and activation of Internet services within the prescribed period and upon issuance of Certificate of Inspection and Acceptance by NCMH.
2. Succeeding payment shall be made on a monthly basis for 12 months subject to submission of billing statements and other supporting documents by the ISP.

VIII. Approved Budget

The financial proposal shall not exceed the Approved Budget for the Contract (ABC) of One Million Eight Hundred Thousand Pesos (Php1,800,000.00) inclusive of taxes. Those exceeding the ABC shall be automatically rejected.

CONFORME:
<i>(Company Name)</i>
<i>(Name and Signature of Authorized Representative)</i>

BID FORM

ANNEX: SAMPLE FORMS

Date: _____
Invitation to Negotiate No.: _____

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on*

the latter's behalf for the Name of Project of the Name of the Procuring Entity [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Name of the Procuring Entity _____

Project Reference Number _____

Name of the Project
Location of the Project

List of all Ongoing Government and Private Contracts including Contracts Awarded but not yet started

Business Name : _____
Business Address : _____

Name of Contract / Project Cost	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% Of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: This statement shall be supported with:
1. Notice of Award and / or Contract (Government and Private Contracts)
2. Sales Invoices (Private Contracts)

Submitted by : _____
(Signature Above Printed Name)
Designation : _____
Date : _____

ANNEX: SAMPLE FORMS

Name of the Procuring Entity _____

Project Reference Number _____

Name of the Project _____

Location of the Project _____

Statement of Single Largest Completed Contract which is similar in nature for the past 2 years

Business Name : _____
 Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Bidder's Role		a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

1. Notice of Award and/or Contract (Government and Private Contracts)
2. Sales Invoice (Private Contracts)

Submitted by : _____
 (Signature Above Printed Name)

Designation : _____

Date : _____

OMNIBUS SWORN STATEMENT

ANNEX: SAMPLE FORMS

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;
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) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. The Supplier / Contractor (Name of Supplier / Contractor) did not lend its license/s or subcontract to anyone their principal obligation.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by

me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

BID SECURING DECLARATION

ANNEX: SAMPLE FORMS

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

x-----x

BID SECURING DECLARATION Invitation to Bid:[Insert Reference number]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

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

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

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