DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO

Bid Reference No.: BAC4IGOV-2017-06-010

Approved Budget for the Contract: PhP32,000,000.00

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

SPECIAL BIDS AND AWARDS COMMITTEE FOR THE INTEGRATED GOVERNMENT PHILIPPINES PROJECT (BAC4IGOV)

JUNE 2017
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Section I.
Invitation to Bid
INVITATION TO BID

DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO

Bid Reference No. BAC4IGOV-2017-06-010

Approved Budget for the Contract: PhP32,000,000.00

1. The DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT), through the 2016 GENERAL APPROPRIATIONS ACT intends to apply the sum of THIRTY-TWO MILLION PESOS ONLY (PHP32,000,000.00) being the Approved Budget for the Contract (ABC) for the DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Total ABC (PhP) (VAT Inclusive)</th>
<th>Cost/Price of Bid Documents (cash Payment only) (PhP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO</td>
<td>1 Lot</td>
<td>32,000,000.00</td>
<td>25,000.00</td>
</tr>
</tbody>
</table>

2. Bids exceeding the stated amount of ABC shall automatically be rejected at the bid opening. Late bids shall not be accepted.

3. Delivery Place, Delivery Period and Installation Period:

<table>
<thead>
<tr>
<th>Delivery Place</th>
<th>Delivery Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Government Center in Cotabato City</td>
<td>Within One Hundred Eighty (180) calendar days from receipt of Notice to Proceed</td>
</tr>
</tbody>
</table>

4. A prospective Bidder should have completed within the last five (5) years from the date of submission and receipt of bids at least one (1) single contract of similar nature amounting to at least fifty percent (50%) of the ABC.

For this project, “similar in nature” shall mean “Installation of New Facilities and Repair/Maintenance of Outside Plant Optical Fiber Cable Network”.
5. 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) 9184, otherwise known as the “Government Procurement Reform Act”.

6. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

7. The Invitation to Bid and Bidding Documents may be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and DICT website (dict.gov.ph)

8. The complete set of Bidding Documents may be acquired by interested bidders upon payment of a nonrefundable fee as indicated above. The Bidding Documents shall be received personally by the prospective Bidder or his duly authorized representative upon presentation of proper document.

9. The Schedule of Bidding Activities shall be as follows:

<table>
<thead>
<tr>
<th>ACTIVITIES</th>
<th>TIME</th>
<th>VENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale and Issuance of Bid Documents</td>
<td>From 8 June 2017, 9AM to 4 July 2017, 8:30 AM</td>
<td>Bids and Awards Committee Office, Lower Ground Floor, DICT Office, C.P. Garcia Avenue, Diliman, Quezon City</td>
</tr>
<tr>
<td>Pre-Bid Conference</td>
<td>16 June 2017 2:30PM</td>
<td>Executive Lounge, DICT Building, C.P. Garcia Avenue, Diliman, Quezon City</td>
</tr>
<tr>
<td>Submission of Bids</td>
<td>4 July 2017 9:00 AM</td>
<td>Lobby, DICT Building, C.P. Garcia Avenue, Diliman, Quezon City</td>
</tr>
<tr>
<td>Opening of Bids</td>
<td>4 July 2017 10:30 AM</td>
<td>Executive Lounge, DICT Building, C.P. Garcia Avenue, Diliman, Quezon City</td>
</tr>
</tbody>
</table>

10. For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.

11. Interested bidders may obtain further information from the BAC Secretariat c/o Rosa Pilipinas M. Mendoza at the DICT Building, C.P. Garcia Avenue, Diliman, Quezon City, from 8:00 AM to 5:00 PM only, Mondays to Fridays starting 8 June 2017 at telephone number 920-0101 local 1831.

12. DICT reserves the right to waive any formality in the responses to the eligibility requirements and to this invitation. DICT further reserves the right to accept or reject any Bid, to annul the bidding process, and to reject all Bids at any time prior to contract award, and makes no assurance that contract shall be entered
into as a result of this invitation, without thereby incurring any liability to the affected Bidder/s.

13. For further information, please refer to:

**Rosa Pilipinas M. Mendoza**  
Head Secretariat  
Department of Information and Communications Technology  
C.P. Garcia Avenue, Diliman, Quezon City  
Telephone No.: 920-0101 local 1831  
Email Address: bac4igov@dict.gov.ph  
Website: www.dict.gov.ph, i.gov.ph

**ALLAN S. CABANLONG**  
Chairperson, BAC4IGOV
Section II.
Instruction to Bidders
A. General

1. Scope of Bid

1.1. The Procuring Entity named in the BDS invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.

1.2. The name, identification, and number of lots specific to this bidding are provided in the BDS. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the BDS, and in the amount indicated in the BDS. It intends to apply part of the funds received for the Project, as defined in the BDS, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

3.1. Unless otherwise specified in the BDS, 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. In pursuance of this policy, the Procuring Entity:

   (a) defines, for purposes of this provision, the terms set forth below as follows:

   (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.

   (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

   (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

   (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

   (v) “obstructive practice” is
(aa) deliberately destroying, falsifying, altering or concealing of
evidence material to an administrative proceedings or
investigation or making false statements to investigators in
order to materially impede an administrative proceedings or
investigation of the Procuring Entity or any foreign
government/foreign or international financing institution into
allegations of a corrupt, fraudulent, coercive or collusive
practice; and/or threatening, harassing or intimidating any
party to prevent it from disclosing its knowledge of matters
relevant to the administrative proceedings or investigation or
from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the
inspection and audit rights of the Procuring Entity or any
foreign government/foreign or international financing
institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended
for award has engaged in any of the practices mentioned in this Clause for
purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative,
and/or criminal penalties available under applicable laws on individuals and
organizations deemed to be involved in any of the practices mentioned in ITB Clause
3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect
and audit records and accounts of a bidder or supplier in the bidding for and
performance of a contract themselves or through independent auditors as reflected in
the GCC Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the
procurement at hand, without prejudice to the imposition of appropriate
administrative, civil, and criminal sanctions. A Bidder may be considered to have
conflicting interests with another Bidder in any of the events described in paragraphs
(a) through (c) below and a general conflict of interest in any of the circumstances
set out in paragraphs (d) through (g) below:

(a) A Bidder has controlling shareholders in common with another Bidder;

(b) A Bidder receives or has received any direct or indirect subsidy from any
other Bidder;

(c) A Bidder has the same legal representative as that of another Bidder for
purposes of this bid;

(d) A Bidder has a relationship, directly or through third parties, that puts them
in a position to have access to information about or influence on the bid of
another Bidder or influence the decisions of the Procuring Entity regarding
this bidding process;
(e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;

(f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or

(g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

(a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

(b) If the Bidder is a partnership, to all its officers and members;

(c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;

(d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

(e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1. Unless otherwise provided in the BDS, the following persons shall be eligible to participate in this bidding:

(a) Duly licensed Filipino citizens/sole proprietorships;

(b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

(c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

(d) Cooperatives duly organized under the laws of the Philippines; and
(e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the BDS:

(a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;

(b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

(c) When the Goods sought to be procured are not available from local suppliers; or

(d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Government owned or -controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

5.4. Unless otherwise provided in the BDS, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the BDS.

For this purpose, contracts similar to the Project shall be those described in the BDS, and completed within the relevant period stated in the Invitation to Bid and ITB Clause 12.1(a)(ii).

5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

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

For purposes of computing the foreign bidders’ NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal
6. **Bidder’s Responsibilities**

6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in [ITB](#) Clause 12.1(b)(iii).

6.2. The Bidder is responsible for the following:

(a) Having taken steps to carefully examine all of the Bidding Documents;

(b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

(c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;

(d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under [ITB](#) Clause 10.4.

(e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

(f) Ensuring that 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;

(g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;

(h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

(i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;

(j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:

(i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of
the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

(ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

(iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment’s premises; and

(k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.

6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.
7. **Origin of Goods**

Unless otherwise indicated in the BDS, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to ITB Clause 27.1.

8. **Subcontracts**

8.1. Unless otherwise specified in the BDS, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the BDS. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

8.2. Subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. **Contents of Bidding Documents**

9. **Pre-Bid Conference**

9.1. (a) If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders’ questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the BDS.

9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity’s requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

9.3 Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.
10. Clarification and Amendment of Bidding Documents

10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity’s initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder’s country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents:

(i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post,
which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

(ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the BDS.

The two statements required shall indicate for each contract the following:

(ii.1) name of the contract;
(ii.2) date of the contract;
(ii.3) contract duration;
(ii.4) owner’s name and address;
(ii.5) kinds of Goods;
(ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
(ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement;
(ii.8) date of delivery; and
(ii.9) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

(iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class “B” Document:

(iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

(b) Technical Documents –

(i) Bid security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security in the form of:
(i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;

(ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and

(iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms...

(iv) For foreign bidders claiming eligibility by reason of their country’s extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the BDS, the financial component of the bid shall contain the following:

(a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with ITB Clauses 15.1 and 15.4;

(b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with ITB Clause 27, unless otherwise provided in the BDS; and

(c) Any other document related to the financial component of the bid as stated in the BDS.

13.2. (a) Unless otherwise stated in the BDS, all bids that exceed the ABC shall not be accepted.

(b) Unless otherwise indicated in the BDS, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

(i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.

(ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

(iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
(iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer’s/procuring entity’s estimate.

(v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder’s participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.

15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For Goods offered from within the Procuring Entity’s country:

(i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);

(ii) The cost of all customs duties and sales and other taxes already paid or payable;
(iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

(iv) The price of other (incidental) services, if any, listed in the BDS.

(b) For Goods offered from abroad:

(i) Unless otherwise stated in the BDS, the price of the Goods shall be quoted 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, listed in the BDS.

(c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

15.5. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

(a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

(b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the BDS. 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 Bangko Sentral ng Pilipinas (BSP) reference rate bulletin on the day of the bid opening.

16.2. If so allowed in accordance with ITB Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1. Bids shall remain valid for the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the BDS, which shall be not less than the percentage of the ABC in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Form of Bid Security</th>
<th>Amount of Bid Security (Not Less than the Percentage of the ABC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td>
<td>Two percent (2%)</td>
</tr>
<tr>
<td><em>For biddings conducted by LGUs, the Cashier’s/Manager’s Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</em></td>
<td></td>
</tr>
<tr>
<td>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. <em>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</em></td>
<td>Five percent (5%)</td>
</tr>
<tr>
<td>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td>
<td></td>
</tr>
</tbody>
</table>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10)
calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

18.2. The bid security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 18.2.

18.4. Upon signing and execution of the contract pursuant to ITB Clause 32, and the posting of the performance security pursuant to ITB Clause 33, the successful Bidder’s bid security will be discharged, but in no case later than the bid security validity period as indicated in the ITB Clause 18.2.

18.5. The bid security may be forfeited:

(a) if a Bidder:

(i) withdraws its bid during the period of bid validity specified in ITB Clause 17;

(ii) does not accept the correction of errors pursuant to ITB Clause 28.3(b);

(iii) has a finding against the veracity of any of the documents submitted as stated in ITB Clause 29.2;

(iv) submission of eligibility requirements containing false information or falsified documents;

(v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

(vi) allowing the use of one’s name, or using the name of another for purposes of public bidding;

(vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;

(viii) refusal or failure to post the required performance security within the prescribed time;
(ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

(x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;

(xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

(xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

(i) fails to sign the contract in accordance with ITB Clause 32; or

(ii) fails to furnish performance security in accordance with ITB Clause 33.

19. Format and Signing of Bids

19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the ITB Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

19.2. Forms as mentioned in ITB Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

20.1. Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed
envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.

20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ - FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

20.3. The original and the number of copies of the Bid as indicated in the BDS shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

20.4. All envelopes shall:
   (a) contain the name of the contract to be bid in capital letters;
   (b) bear the name and address of the Bidder in capital letters;
   (c) be addressed to the Procuring Entity’s BAC in accordance with ITB Clause 1.1;
   (d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
   (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 21.

20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

   Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the BDS.

22. Late Bids

   Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder’s name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

   23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original
bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

23.3 Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

24.1 The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the BDS. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

24.2 Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in ITB Clause 12, using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

24.3 Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.
24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.

24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.

24.6. In the case of an eligible foreign bidder as described in ITB Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:

(a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;

(b) Mayor’s/Business permit issued by the local government where the principal place of business of the bidder is located; and

(c) Audited Financial Statements showing, among others, the prospective bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.

24.7. Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clause 12.1(a)(i). Submission of documents required under ITB Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.

24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

24.9 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential
25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.

25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder’s bid.

26. **Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. **Domestic Preference**

27.1. Unless otherwise stated in the BDS, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

(a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.

(b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).

(c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.

(d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. **Detailed Evaluation and Comparison of Bids**

28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.

28.2. The Lowest Calculated Bid shall be determined in two steps:
(a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

(b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

28.3. The Procuring Entity’s BAC shall immediately conduct a detailed evaluation of all bids rated “passed,” using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:

(a) Completeness of the bid. Unless the BDS allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

(b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the BDS.

28.5. The Procuring Entity’s evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.

28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

28.7. If so indicated pursuant to ITB Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

29. Post-Qualification
29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12, and 13.

29.2. 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, 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. Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary “pass/fail” criterion, which shall be completed within a period of twelve (12) calendar days.

29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

29.5. A negative determination shall result in rejection of the Bidder’s Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.

29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder’s capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the
eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

(a) If there is prima facie evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) If the Procuring Entity’s BAC is found to have failed in following the prescribed bidding procedures; or

(c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

(i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;

(ii) If the project is no longer necessary as determined by the HoPE; and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

(a) No bids are received;

(b) All prospective Bidders are declared ineligible;

(c) All bids fail to comply with all the bid requirements or fail post-qualification; or

(d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

31.1. Subject to ITB Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

(a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:

(i) Valid JVA, if applicable; or

(ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;

(b) Posting of the performance security in accordance with ITB Clause 33;

(c) Signing of the contract as provided in ITB Clause 32; and

(d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

32.4. The following documents shall form part of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
(d) Performance Security;
(e) Notice of Award of Contract; and
(f) Other contract documents that may be required by existing laws and/or specified in the BDS.

33. Performance Security

33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Form of Performance Security</th>
<th>Amount of Performance Security (Not less than the Percentage of the Total Contract Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td>
<td>Five percent (5%)</td>
</tr>
<tr>
<td>For biddings conducted by the LGUs, the Cashier’s/Manager’s Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</td>
<td></td>
</tr>
<tr>
<td>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td>
<td></td>
</tr>
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<td>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</td>
<td></td>
</tr>
<tr>
<td>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td>
<td>Thirty percent (30%)</td>
</tr>
</tbody>
</table>

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification,
the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. **Notice to Proceed**

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. **Protest Mechanism**

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.
Section III.
Bid Data Sheet (BDS)
## Bid Data Sheet

<table>
<thead>
<tr>
<th>ITB Clause</th>
<th>Details</th>
</tr>
</thead>
</table>
| 1.1        | The Procuring Entity is the **DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT)**  
The name of the Contract is **DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO**. |
| 1.2        | The lot and reference is: **BAC4IGOV-2017-06-010**  
**DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO** |
| 2          | The Funding Source is:  
The Government of the Philippines (GOP) through the **2016 GENERAL APPROPRIATIONS ACT** in the amount of **THIRTY-TWO MILLION PESOS (PHP32,000,000.00)**.  
The name of the Project is:  
**DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO** |
| 3.1        | No further instructions. |
| 5.15.1     | No further instructions. |
| 5.2        | Foreign bidders, except those falling under **ITB Clause 5.2(b)**, may not participate in this Project. |
| 5.4        | The Bidder must have completed, within the last five (5) years from the date of submission and receipt of at least one (1) single contract of similar nature amounting to at least fifty percent (50%) of the ABC.  
For this purpose, similar contracts shall mean “Installation of New Facilities and Repair/Maintenance of Outside Plant Optical Fiber Cable Network”. |
| 7          | No further instructions. |
8.1 Subcontracting is not allowed.

8.2 Not applicable.

9.1 The Procuring Entity will hold a **Pre-Bid Conference** for this Project on **16 June 2017, 2:30 PM at Executive Lounge, DICT Building, C.P. Garcia Avenue, Diliman, Quezon City.**

10.1 The Procuring Entity’s address is:

**Department of Information and Communications Technology**
DICT Building, C.P. Garcia Avenue, Diliman, Quezon City

**Rosa Pilipinas M. Mendoza**
Head, BAC4IGOV Secretariat
Department of Information and Communications Technology
C.P. Garcia Avenue, Diliman, Quezon City
Telephone No.: 920-0101 local 1831
Email Address: bac4igov@dict.gov.ph
Website: www.dict.gov.ph

12 In accordance with Clause 19.4 of the Instructions to Bidders, the bid, except for the unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s to the Bidder.

a) **ELIGIBILITY DOCUMENTS –**

**Class “A” Documents:**

i. PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

ii. Statement 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 **(Annex I).**

iii. Statement of Completed Single Largest Contract from January 2012 up to the day before the deadline for the submission bids of similar in nature equivalent to at least
fifty percent (50%) of the ABC (Annex I-A).

Any of the following documents must be submitted corresponding to listed contracts per submitted Annex I-A:

- Copy of End user’s acceptance;
- Official receipt/s; or
- Sales Invoice

iv. Duly signed Net Financial Contracting Capacity Computation (NFCC)* per Annex II, in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank

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

**Notes:**

A. The values of the bidder’s current assets and current liabilities shall be based on the data submitted to BIR through its Electronic Filing and Payment System.
B. Value of all outstanding or uncompleted contracts refers those listed in Annex-I.
C. The detailed computation using the required formula must be shown as provided above.
D. The NFCC computation must at least be equal to the total ABC of the project.

**Class “B” Documents: (For Joint Venture)**

v. For Joint Ventures, Bidder to submit either:

1. Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence; or

2. Copy of Protocol / Undertaking of Agreement to Enter into Joint Venture signed by 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. (Annex III)

The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/specify the company/partner

<table>
<thead>
<tr>
<th>Class “B” Documents: (For Joint Venture)</th>
</tr>
</thead>
<tbody>
<tr>
<td>v. For Joint Ventures, Bidder to submit either:</td>
</tr>
<tr>
<td>1. Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence; or</td>
</tr>
<tr>
<td>2. Copy of Protocol / Undertaking of Agreement to Enter into Joint Venture signed by 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. (Annex III)</td>
</tr>
</tbody>
</table>

The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/specify the company/partner
and the name of the office designated as authorized representative of the Joint Venture.

For Joint Venture, the following documents must likewise be submitted by each partner:

- PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

For item (ii) to (iv) of the required eligibility documents, submission by any of the Joint Venture partner constitutes compliance.

(b) TECHNICAL DOCUMENTS –

i. Bid security shall be issued in favor of the DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT) valid at least one hundred twenty (120) calendar days after date of bid opening in any of the following forms:

   a) BID SECURING DECLARATION per Annex IV; or
   b) Cashier’s / Manager’s Check equivalent to at least 2% of ABC issued by a Universal or Commercial Bank.
   c) Bank Draft / Guarantee or Irrevocable Letter of Credit issued by a Universal or Commercial Bank equivalent to at least 2% of the ABC: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank
   d) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to at least 5% of the ABC
**BID SECURITY**

<table>
<thead>
<tr>
<th>Description</th>
<th>DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qty</td>
<td>1 lot</td>
</tr>
<tr>
<td>Total ABC (PhP) (VAT Inclusive)</td>
<td>32,000,000.00</td>
</tr>
<tr>
<td>Cashier’s / Manager’s Check equivalent to at least 2% of the ABC (PhP)</td>
<td>640,000.00</td>
</tr>
<tr>
<td>Bank Draft / Guarantee or Irrevocable Letter of Credit equivalent to at least 2% of the ABC (PhP)</td>
<td>640,000.00</td>
</tr>
<tr>
<td>Surety Bond equivalent to at least 5% of the ABC (PhP)</td>
<td>1,600,000.00</td>
</tr>
<tr>
<td>Bid Securing Declaration</td>
<td>No required percentage</td>
</tr>
</tbody>
</table>

ii. Proof of Authority of the Bidder’s authorized representative/s:

a) **FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):** Duly notarized Special Power of Attorney

b) **FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:** Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s.

c) **IN THE CASE OF UNINCORPORATED JOINT VENTURE:** Each member shall submit a separate Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representative/s.

iii. Omnibus Sworn Statements using the form prescribed. *(Annex V)*

a) Authority of the designated representative
b) Non-inclusion of blacklist or under suspension status
c) Authenticity of Submitted Documents
d) Authority to validate Submitted Documents
e) Disclosure of Relations
f) Compliance with existing labor laws and standards
g) Bidders Responsibilities
h) Did not pay any form of consideration
i) Company Official Contact Reference
iv. Company Profile (Annex VI). Company printed brochure may be included;

v. Vicinity / Location of Bidder’s principal place of business

*In case of Joint Venture, both partners must present copy of items iv. and v.

vi. Certificate of Performance Evaluation (Annex VII) showing a rating at least Satisfactory issued by the Bidder’s Single Largest Completed Contract Client stated in the submitted Annex I-A;

vii. Completed and signed Technical Bid Form (Annex VIII);

viii. Brochure (original or internet download) / Technical Data Sheet or equivalent document;

*Note: If in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder’s country, and 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.

ix. Valid and Current Certificate of Distributorship / Dealership/ Resellership of the following product being offered, issued by the principal or manufacturer of the product (if Bidder is not the manufacturer). If not issued by manufacturer, must also submit certification / document linking bidder to the manufacturer.

*Note: If in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder’s country, and 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.
x. Valid and current ISO 9001 Quality Management System Certificate issued to the manufacturer be an Independent Certifying body;  
*Note: If in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder’s country, and 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;

xi. List of authorized Service Centers/Support Centers in the Philippines (with available spare parts, indicating address, telephone & fax number/s, e-mail address & contact person). In the event of closure of business, termination of franchise / service center, the supplier shall notify the DICT accordingly of the new service centers with telephone numbers and address who can provide the needed parts, supplies and service;

xii. Written Statement of the contractor signed by their authorized representative that they have at least 10 years of direct experience on planning, engineering, supply and delivery, installation, testing and commissioning and experience in operations and maintenance of optical fiber transmission backbone projects/systems with major telecommunications carriers in the Philippines;

xiii. Contractor shall submit resume of key personnel to be assigned to the project. These key personnel are the; PECE, Project Manager; Project Engineer, Outside Plant Supervisor;

xiv. Must hold a PCAB License on Communications Facilities for a minimum of 5 consecutive years from the date of Bid Opening. (In case of renewal, the bidder must submit PCAB application and Official Receipt);

xv. Compliance with the Schedule of Requirements *(Section VI)*

xvi. Compliance with the Technical Specifications *(Sections VII)*
xvii. For foreign bidders claiming eligibility by reason of their country’s extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

<table>
<thead>
<tr>
<th>13.1</th>
<th>The financial component of the bid shall contain the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>i. Completed and signed Financial Bid Form (Annex IX)</td>
</tr>
<tr>
<td></td>
<td>ii. Completed and signed Detailed Financial Breakdown (Annex X)</td>
</tr>
<tr>
<td></td>
<td>iii. Completed and signed form “For Goods Offered from Abroad” (Annex XI-A) and/or form “For Goods Offered from within the Philippines” (Annex XI-B), whichever is applicable.</td>
</tr>
</tbody>
</table>

The total ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.

Bid for each item in the lot indicated in the Financial Bid Form (Annex IX) must be equal to the signed and submitted Detailed Financial Breakdown (Annex X).

If the Supplier claims preference as a Domestic Supplier or Domestic Entity, a certification from the DTI, SEC, or CDA to be enclosed pursuant to the Revised IRR of RA 9184.

| 13.1(b) | No further instructions. |
| 13.1(c) | Bid for each item in the lot indicated in the Detailed Financial Breakdown (Annex X), form “For Goods Offered from Abroad” (Annex XI-A) and/or form “For Goods Offered from within the Philippines” (Annex XI-B) must be equal to the signed submitted Financial Bid Form (Annex IX) and must not exceed the total ABC. |

| 13.2 | The ABC is PhP32,000,000.00. Any bid with a financial component exceeding this amount shall not be accepted. |
| 15.4(a)(iv) | No incidental services are required. |
| 15.4(b) | No incidental services are required. |
| 16.1(b) | The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos. |
| 16.3 | Not applicable. |
| 17.1 | Bids will be valid for one hundred twenty (120) calendar days after date of bid opening. |
| 18.1 | Bid security shall be issued in favor of the DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY |
(DICT) valid at least one hundred twenty (120) calendar days after date of bid opening in any of the following forms:

a) BID SECURING DECLARATION per Annex IV; or
b) Cashier’s / Manager’s Check equivalent to at least 2% of ABC issued by a Universal or Commercial Bank.
c) Bank Draft / Guarantee or Irrevocable Letter of Credit issued by a Universal or Commercial Bank equivalent to at least 2% of the ABC: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank
d) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to at least 5% of the ABC

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BID SECURITY

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<tr>
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<tr>
<td>Cashier’s / Manager’s Check equivalent to at least 2% of the ABC (PhP)</td>
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<td></td>
</tr>
<tr>
<td>Surety Bond equivalent to at least 5% of the ABC (PhP)</td>
<td>1,600,000.00</td>
</tr>
<tr>
<td>Bid Securing Declaration</td>
<td>No required percentage</td>
</tr>
</tbody>
</table>

18.2 The bid security shall be valid for one hundred twenty (120) calendar days from the date of opening of bids.

20.3 Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.

First envelope must contain three (3) copies of Eligibility and Technical documents duly marked as “Original Copy”, “Duplicate Copy”, and “Triplicate Copy”.

Second envelope must contain three (3) copies of Financial documents duly marked as “Original Copy”, “Duplicate Copy”, and “Triplicate Copy”.
All envelopes shall:

a) Contain the name of the contract to be bid in capital letters;

b) Bear the name and address of the Bidder in capital letters;

c) Be addressed to the Procuring Entity’s BAC in accordance with ITB Clause 1.1;

d) Bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and

e) Bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with ITB Clause 21.

TO: DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY
FROM: ____________________________
        (Name of Bidder in Capital Letters)
ADDRESS: __________________________________
        (Address of Bidder in Capital Letters)

PROJECT: DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO

BID REF NO: BAC4IGOV-2017-06-010

(In Capital Letters, Indicate the Phrase):
"DO NOT OPEN BEFORE: 4 JULY 2017, 10:30AM"
21. The address for submission of bids is **Department of Information and Communications Technology Building, C.P. Garcia Avenue, Diliman, Quezon City**

   **The Deadline for Submission of Bids is 4 July 2017, 9:00 AM.**

24.1. The place of bid opening is **Executive Lounge, Lower Ground Floor, Department of Information and Communications Technology Building, C.P. Garcia Avenue, Diliman, Quezon City.**

   **The date and time of Bid Opening is on 4 July 2017, 10:30 AM.**

24.2. No further instructions.

24.3. No further instructions.

27.1. No further instructions.

28.3(a). Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.

   In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.

28.4. No further instructions.

29.2. **Post Qualification:** Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification:

   - Latest Income Tax Returns per Revenue Regulations 3-2005 Tax returns or tax returns filed through the Electronic Filing and
| 32.4(f) | No additional requirement. |

Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission; (including VAT Returns and its corresponding proof of payment)

*In Case of Joint Venture, both partners must present/submit above item.

Failure of the bidder, declared as Single/Lowest Calculated Bid (S/LCB), to duly submit the above requirements or a finding against the veracity of such shall be ground for forfeiture of the bid security of the IRR of RA 9184.

As part of Post Qualification, eligibility and technical documents submitted by the S/LCB will be validated and verified. Furthermore, S/LCB product technical specifications will be validated to ensure compliance with the required specifications.
Section IV.
General Condition of Contract
1.  Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

(a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.

(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) “GCC” means the General Conditions of Contract contained in this Section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.

(h) “The Procuring Entity’s country” is the Philippines.

(i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.

(j) The “Funding Source” means the organization named in the SCC.

(k) “The Project Site,” where applicable, means the place or places named in the SCC.

(l) “Day” means calendar day.

(m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

(n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.
2. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any
foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice’s effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.
7. **Subcontracting**

7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this 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.

7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. **Procuring Entity’s Responsibilities**

8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. **Prices**

9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. **Payment**

10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier’s warranty obligations under this Contract as described in GCC Clause 17.

10.2. The Supplier’s request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC.
provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.

10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. **Advance Payment and Terms of Payment**

11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex “D” of RA 9184.

11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:

(a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

(b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity’s authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity’s authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity’s own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. **Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.
13. **Performance Security**

13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.

13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

(a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

(b) The Supplier has no pending claims for labor and materials filed against it; and

(c) Other terms specified in the **SCC**.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. **Use of Contract Documents and Information**

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity’s prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier’s performance under this Contract if so required by the Procuring Entity.

15. **Standards**

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the institution concerned.
16. Inspection and Tests

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

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods’ final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.

16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier’s option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in
the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier’s Performance

18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the “Alternative Dispute Resolution Act of 2004.”

20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a force majeure.

22.2. For purposes of this Contract the terms “force majeure” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3. If a force majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.
23. **Termination for Default**

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

(a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

(b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. **Termination for Insolvency**

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. **Termination for Convenience**

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier’s receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a quantum meruit basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined prima facie that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

(a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);

(b) Drawing up or using forged documents;

(c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

(d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.
(c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

(d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;

(e) The Procuring Entity may, at any time before receipt of the Supplier’s verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier’s receipt of the notice;

(f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

(g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and

(h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity’s prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.
Section V.
Special Conditions of Contract (SCC)
## Special Conditions of Contract

<table>
<thead>
<tr>
<th>GCC Clause</th>
<th>Description</th>
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<tbody>
<tr>
<td>1.1(g)</td>
<td>The Procuring Entity is DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT).</td>
</tr>
<tr>
<td>1.1(i)</td>
<td>The Supplier is [to be inserted at the time of contract award].</td>
</tr>
<tr>
<td>1.1(j)</td>
<td>The Funding Source is from the Government of the Philippines (GOP) through 2016 GENERAL APPROPRIATIONS ACT in the amount of Pesos: THIRTY-TWO MILLION PESOS (PHP32,000,000.00).</td>
</tr>
<tr>
<td>1.1(k)</td>
<td>The Project Site is Regional Government Center in Cotabato</td>
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<tr>
<td>2.1</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>5.1</td>
<td>The Procuring Entity’s addressee, address and contact person for Notices is: ELISEO M. RIO, JR. Department Undersecretary Department of Information and Communications Technology DICT Building, C.P. Garcia Avenue, Diliman, Quezon City Telephone No.: +63-02-426/4261528 Fax Number: +63-02-4261525</td>
</tr>
<tr>
<td>Contact Person</td>
<td>ALONA H. ISIDRO</td>
</tr>
<tr>
<td>Project Manager</td>
<td>Department of Information and Communications Technology C.P. Garcia Avenue, Diliman, Quezon City Tel. No. +63-2-9200101 local 2632 Email Address: <a href="mailto:alona.isidro@dict.gov.ph">alona.isidro@dict.gov.ph</a> Website: <a href="http://www.dict.gov.ph">www.dict.gov.ph</a>, <a href="http://www.i.gov.ph">i.gov.ph</a></td>
</tr>
<tr>
<td>6.2</td>
<td>Delivery and Documents –</td>
</tr>
</tbody>
</table>

For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

*For Goods Supplied from Abroad*

The delivery terms applicable to the Contract are DDP delivered Project Site. In accordance with INCOTERMS.”
For Goods Supplied from Within the Philippines

The delivery terms applicable to this Contract are delivered Project Site. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

(i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
(ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
(iii) Original Supplier’s factory inspection report;
(iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;
(v) Original and four copies of the certificate of origin (for imported Goods);
(vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and
(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.
For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

(i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;

(ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked “freight pre-paid” and five copies of the non-negotiable bill of lading;

(iii) Original Supplier’s factory inspection report;

(iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;

(v) Original and four copies of the certificate of origin (for imported Goods);

(vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity’s representative at the Project Site;

(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and

(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is [insert name(s)].

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
(e) training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts**

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

(a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

(b) in the event of termination of production of the spare parts:

   i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

   ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in **Error! Reference source not found.** and the cost thereof are included in the Contract Price.
The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of three (3) years.

Other spare parts and components shall be supplied as promptly as possible, but in any case within one (1) month of placing the order.

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS’ final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be
placed inside the outer packaging but outside the secondary packaging.

**Insurance –**

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

**Transportation –**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered *force majeure* in accordance with GCC Clause 22.

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.

**Patent Rights —**

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

<table>
<thead>
<tr>
<th>Section</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.4</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>10.5</td>
<td>“Payment using LC is not allowed.”</td>
</tr>
<tr>
<td>11.3</td>
<td>Maintain the GCC Clause.</td>
</tr>
<tr>
<td>13.4(c)</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>16.1.16.1</td>
<td>The inspections and tests that will be conducted are stated in the Technical Specification.</td>
</tr>
<tr>
<td>17.3</td>
<td>One (1) year after acceptance by the Procuring Entity of the delivered Goods.</td>
</tr>
<tr>
<td>17.4</td>
<td>The period for correction of defects in the warranty period is fifteen (15) days.</td>
</tr>
<tr>
<td>21.1</td>
<td>No additional provision, however, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</td>
</tr>
</tbody>
</table>
Section VI. Schedule of Requirements
**DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO**

**BAC4IGOV-2017-06-010**

---

## Schedule of Requirement

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Delivered, Weeks/Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO</td>
<td>1 Lot</td>
<td>Within One Hundred Eighty (180) calendar days upon receipt of Notice to Proceed</td>
</tr>
</tbody>
</table>

I hereby commit to comply and deliver all the above requirements in accordance with the above-stated schedule.

---

Name of Company  
Signature Over Printed Name Of Authorized Representative  
Date
Section VII.
Technical Specifications
# TECHNICAL SPECIFICATIONS

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).

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MINIMUM SPECIFICATIONS</th>
<th>STATEMENT OF COMPLIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Background of the Project</td>
<td></td>
</tr>
<tr>
<td>1.1.</td>
<td>Overview</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The project aims to interconnect government agencies in the country to enable faster communication, easier access to government shared services, integrate functions and simplify processes. Agencies connected to the GovNet through a fiber optic backbone will be able to reap the benefits of lower costs of internet services and faster data transfers for effective government-to-government transactions.</td>
<td></td>
</tr>
<tr>
<td>1.2.</td>
<td>Brief Description</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Project includes the design, supply, delivery, installation and commissioning of brand new fiber optic cable network and three-year maintenance in Cotabato covering ninety-three (93) government agencies/offices which include national government agencies, local government units, state universities and colleges, and rural health units. An approximately 28 km cable to be laid.</td>
<td></td>
</tr>
</tbody>
</table>
### Purpose of the Procurement

#### 2.1. Rationale

The purpose of the project is to establish an integrated government network using fiber optic cable in Cotabato that will deliver faster communication and ease of access of the citizenry to government services in the country, and at the same time provide effective government-to-government transactions.

### Scope of Work

#### 3.1. Design, Supply, Delivery, Installation, Splicing, Testing and Acceptance

The Work includes the supply of engineering services, furnishing of materials, labor, supervision, tools, supplies, and performance of all operations necessary to complete the project, all in accordance with the contract documents and subject to the terms and conditions of the Contract.

The Work covers the design-and-build of the above-mentioned project particularly the following components:

- **3.1.1.** Survey and preparation of engineering design/plan prior to installation

- **3.1.2.** As-built of all plans and drawings (detailed map, cable route, termination, splicing, etc.) required by the project;

- **3.1.3.** Erection of poles, pole dressing, guyings and other appurtenances for aerial installation of last mile/distribution cable;

- **3.1.4.** Construction of underground (conduit system, micro-trenching, buried, directional drilling, etc) facilities and installation of conduit system/subducts/microducts for the backbone/primary cable route.

- **3.1.5.** Laying of underground/buried/air-blown 144-core fiber optic cable (for the backbone) with approximate length of 14 kilometers

- **3.1.6.** Laying of figure-8/self-supporting 48-core fiber optic cable (for last mile) to connect all the agencies with approximate length of 14 kilometers;
3.1.7. Installation of Optical Distribution Frame (ODF)/patch panel/cabinet including patch cord/pig tails, optical fiber trays, dB loss/amplification and other equipment and accessories inside agency’s equipment/ICT room, if necessary;

3.1.8. Structural cabling installation(cable trays, conduit, groundings and accessories)

3.1.9. Splicing and termination of fiber optic cable;

3.1.10. Testing and commissioning (provisional and final acceptance) of newly installed FOC; and

3.1.11. Restoration of all affected facilities.

Note: Scope of work for the Fiber Network will be up to the Optical Distribution Frame (ODF) only.

All connections are to be directly terminated to the user nodes using ODFs/Patch Panels.

### 3.2. Two (2) Year Maintenance of Ninety-three(93) Agencies in Cotabato Government-FOC Network

After the completion and acceptance of Cotabato FOC Network (ready for light-up), the maintenance activities will commence. The maintenance work includes the following services to be rendered by the Contractor to ensure the continuous operation of the FOC Network:

3.2.1. Conduct daily physical inspections for the coverage Area.

3.2.2. All route covering all Agencies connected must be inspected at least every quarter per year

3.2.3. Restoration and replacements of damaged and/or stolen fiber optic cable

3.2.4. Pole replacement / relocation / straightening / erection

3.2.5. Re-tensioning and maintain separation of fiber optic cable to other facilities

3.2.6. Repair of broken duct/conduit system and other underground facilities

3.2.7. Repair/restoration of ODF/patch panel

3.2.8. Replacement of FOC pigtail and/or patch cord at the ODF
3.2.9. Replacement of damaged Equipment (Media Converter, Switch, router and other active devices) part of the government network

3.2.10. Maintenance of warehouse for safe-keeping of spare materials and facilities needed

3.2.11. Secure 24/7 on-call/standby maintenance team for immediate response in case of network failure.

**Response and Report Time Target**

Contractor considers all interruptions in service as urgent priority. Expected response and repair time are given in the table below:

<table>
<thead>
<tr>
<th>Hours/Days of Coverage</th>
<th>Response Time</th>
<th>Restoration</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 x 7 x 365 Days Monday to Sunday</td>
<td>1 Hour</td>
<td>6 Hours from the issuance of trouble ticket</td>
</tr>
</tbody>
</table>

3.3. List of Government Agencies to be Connected in Cotabato Government FOC Network

3.4. Deliverables

3.4.1. Survey, Engineering And Construction / Design

3.4.1.1. The Contractor is required to carry out the detailed site survey and engineering for Fiber Optic Cable Routes to justify the installation and construction designs

3.4.1.2. The Contractor shall submit a detailed work plan and installation/construction design drawings to DICT for approval within ten (10) calendar days after receipt of Contract and prior to installation. The Department will check and review the design drawings accompanied by justification/verification reports, and will give their decision whether the design drawings are acceptable or not, within one (1) week time from the date of DICT receipt of design drawings.
3.4.1.3. As part of each telecommunications work order/project, detail schematic drawings shall be prepared for each fiber optic span/cable route, showing the following information:

### 3.4.1.3.1. Fiber cable data:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.4.1.3.1.1.</td>
<td>Cable manufacturer;</td>
</tr>
<tr>
<td>3.4.1.3.1.2.</td>
<td>Cable size (number of fibers);</td>
</tr>
<tr>
<td>3.4.1.3.1.3.</td>
<td>Cable type;</td>
</tr>
<tr>
<td>3.4.1.3.1.4.</td>
<td>Cable make-up;</td>
</tr>
<tr>
<td>3.4.1.3.1.5.</td>
<td>Type of fiber;</td>
</tr>
<tr>
<td>3.4.1.3.1.6.</td>
<td>Transmission characteristics (dB loss/km at given wavelength); and</td>
</tr>
<tr>
<td>3.4.1.3.1.7.</td>
<td>Dispersion specification in ps/(nm . km).</td>
</tr>
</tbody>
</table>

### 3.4.1.3.2. Other information:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.4.1.3.2.1.</td>
<td>Trunk number/cable number;</td>
</tr>
<tr>
<td>3.4.1.3.2.2.</td>
<td>Span length;</td>
</tr>
<tr>
<td>3.4.1.3.2.3.</td>
<td>Manhole/handhole number and duct number;</td>
</tr>
<tr>
<td>3.4.1.3.2.4.</td>
<td>Major intersections and key streets;</td>
</tr>
<tr>
<td>3.4.1.3.2.5.</td>
<td>Fiber cable splice points with station location;</td>
</tr>
<tr>
<td>3.4.1.3.2.6.</td>
<td>Splice-to-splice cable lengths;</td>
</tr>
<tr>
<td>3.4.1.3.2.7.</td>
<td>Change in cable route; and</td>
</tr>
<tr>
<td>3.4.1.3.2.8.</td>
<td>Budget loss link calculation.</td>
</tr>
</tbody>
</table>

### 3.4.1.4. Preparation of Design Drawings

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.4.1.4.1.</td>
<td>The Contractor shall, at his own expense, produce installation/construction designs/drawings in conformity with design principles, and are to be approved by DICT.</td>
</tr>
<tr>
<td>3.4.1.4.2.</td>
<td>The Contractor shall produce the installation/construction designs/drawing on standard size paper.</td>
</tr>
<tr>
<td>3.4.1.4.3.</td>
<td>The Contractor shall supply drawings in a Computer-aided design (CAD) format.</td>
</tr>
<tr>
<td>3.4.1.4.4.</td>
<td>Geospatial data indicating the route plan including the splicing point, termination point, and ODF.</td>
</tr>
</tbody>
</table>
3.4.1.5. Kinds of Construction Plan/Design

All Construction Plans/Designs shall be in accordance with DICT Specifications. Construction Plans/Designs are composed of:

<table>
<thead>
<tr>
<th>3.4.1.5.1. Key Map for Optical Fiber Cable route</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key map is to indicate the proposed optical fiber cable route between two nodes with latest route conditions as well as future plan along the route</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.4.1.5.2. Optical fiber cable arrangement and termination on ODF frames.</th>
</tr>
</thead>
<tbody>
<tr>
<td>This drawing shall cover terminations in the ICT room; location of ODF, assignment and arrangement of termination and detailed cable runs</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.4.1.5.3. Schematic diagram for fiber optics cores splicing assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>This drawing shall cover all necessary factors for interfacing with transmission systems as the line system design</td>
</tr>
</tbody>
</table>

| 3.4.1.5.4. Cable Entrance Facilities / Structural Cabling inside the agencies |

Note:
For all the construction/engineering design in hard copy, the following must be included:

- The proposed Contractors Fiber Network in Infra Map/Diagram as basis for implementation, duly signed by a licensed Professional Electronics and Communication Engineer (PECE).

- Link Loss Budget Calculation from nodes to nodes:
  (Note: Link loss budget calculation from nodes to nodes should not be more than 6db at 1310nm)

Formula in computing the budget loss calculation:
cable loss + splice losses + connector losses = Budget loss calculation

Wherein:
cable loss = db/km x km
splice loss = db/splice x number of splice
3.4.1.6. The contractor must conduct due diligence and shall restudy and amend/modify the design drawings not only dependent upon the comments of DICT but also taking into consideration the design concept, and shall resubmit the modified design drawings to DICT within one (1) week after receipt of DICT comments for their approval.

3.4.1.7. In case the Contractor's re-study of the design is incomplete, and DICT disapproval is repeated, then the Contractor shall be fully responsible for any delay in progress, cost of re-design etc. and DICT will keep the right to order the replacement of the Contractor's engineer/ management in charge of installation/construction design at the Contractor's own expense.

### 3.4.2. Bill of Quantities

3.4.2.1. The contractor must attach a detailed Bill of Quantities (BOQ) showing all the components required to complete the project. This may include, but not limited to:

- **3.4.2.1.1. Fiber Optic Cable (SMF., ITU –T Recommendation G.652d, NECA/FOA 301 Compliant), Closure, and Cabinet**

- **3.4.2.1.2. Optical Distribution Frame (ODF)/Cabinet including patch cord/pig tails, optical fiber trays, db loss/amplification and other equipment, if necessary and accessories.**

- **3.4.2.1.3. Poles, Pole Line hardware and accessories for aerial installation**

- **3.4.2.1.4. Underground (micro-trenching / buried / conduit / directional boring) facilities and accessories.**

- **3.4.2.1.5. Engineering, Right of Way, Permits**

- **3.4.2.1.6. List of equipment**

- **3.4.2.1.7. Contingency**
### 3.4.3. Reports, Specifications, Practices And Procedures

3.4.3.1. The following Reports, Specifications, Practices and Procedures shall be prepared by the Contractor, called as the “Technical Documents” in this paragraph, to be approved by DICT. The Contractor must submit a progress report every Monday.

<table>
<thead>
<tr>
<th>3.4.3.1.1. Survey report</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.4.3.1.2. Design reports</td>
</tr>
<tr>
<td>3.4.3.1.3. Material Specifications for Fiber Optic Cable, Aerial and Underground Systems.</td>
</tr>
<tr>
<td>3.4.3.1.4. Installation/Construction Practices, for Fiber Optic Cable, Aerial and Underground Systems.</td>
</tr>
<tr>
<td>3.4.3.1.5. Factory Inspection/Test procedures</td>
</tr>
<tr>
<td>3.4.3.1.6. Inspection and Acceptance Test Procedures, for Outside Plant System and Optical Fiber Cable Systems.</td>
</tr>
<tr>
<td>3.4.3.1.7. Others</td>
</tr>
</tbody>
</table>

3.4.3.2. The Contractor shall submit to DICT the specified numbers of original and of copies of all the technical documents such as:

| 3.4.3.2.1. Softcopy, in original editable format, of all as-built plans and drawings involved in the project; |
| 3.4.3.2.2. Design standard and application details; |
| 3.4.3.2.3. Survey and design reports; |
| 3.4.3.2.4. Material Specifications; |
| 3.4.3.2.5. Installation / Construction Practices in accordance with ITU-T Standard; |
| 3.4.3.2.6. Factory Inspection / Test Procedures; and |
| 3.4.3.2.7. Inspection and Acceptance Test Procedures. |
| 3.4.3.2.8. Others |

### 3.4.4. As-Built Drawings

The following as-built drawing having the same sizes as the designs/drawings:

<p>| 3.4.4.1. General Map to cover all of the serving area; |
| 3.4.4.2. Key Map for Cable Route (each cable section); |
| 3.4.4.3. Detailed fiber core assignments (each cable section/splicing point); |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3.4.4.5. Junction Cable Location Map (each cable section);</td>
<td></td>
</tr>
<tr>
<td>3.4.4.6. Optical Fiber Cable Arrangement and Termination on the fiber distribution frame;</td>
<td></td>
</tr>
<tr>
<td>3.4.4.7. Schematic diagram for Fiber Optics Cores Assignment;</td>
<td></td>
</tr>
<tr>
<td>3.4.4.8. Structured Cabling Plan/Cable route plan from insertion/splicing point to inside Agency’s equipment/ICT room.</td>
<td></td>
</tr>
<tr>
<td>3.4.4.9. Special Design Drawing, if any.</td>
<td></td>
</tr>
<tr>
<td><strong>3.4.5. Fiber optic cable specifications</strong></td>
<td></td>
</tr>
<tr>
<td><strong>3.4.5.1. General Scope</strong></td>
<td></td>
</tr>
<tr>
<td>This covers the minimum requirement of single mode optical fiber cables for the Government FOC Network as per ITU-T Recommendation G.652D standard.</td>
<td></td>
</tr>
<tr>
<td>All the terms used in this specification of single-mode optical fiber cable shall be as defined in the latest ITU-T Recommendation G.652d. Characteristics not clearly defined in these specifications shall comply with the latest ITU-T G.652D recommendation.</td>
<td></td>
</tr>
<tr>
<td><strong>3.4.5.2. Cable Construction: General considerations</strong></td>
<td></td>
</tr>
<tr>
<td>The basic purpose is to keep transmission and mechanical strength properties stable in the course of the cable manufacturing process, cable installation work and operation.</td>
<td></td>
</tr>
<tr>
<td>Optical fiber cables offered must be able to withstand all possible weather conditions in the Philippines when used in outside plant and installed aerial or underground. The optical fiber cables and accessories offered must be mechanically strong and chemically resistant to be suitable for use under extreme external conditions.</td>
<td></td>
</tr>
</tbody>
</table>
### 3.4.5.3. Design Consideration

The maximum number of optical fibers in a loose tube shall be 12 fibers for cables 48-fiber and above. This requirement must be strictly complied.

The loose tubes and interstices of cable core shall be filled with a suitable compound that could prevent long term penetration of water. Information on the material used for the filling compound shall be stated by the manufacturer.

<table>
<thead>
<tr>
<th>3.4.5.3.1. Figure-8/Self-support Fiber optic cable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Figure 8 cable has a cable bonded to an insulated steel or all dielectric messenger for support.</td>
</tr>
</tbody>
</table>

#### 3.4.5.3.1.1. Cable Sheath

- **3.4.5.3.1.1.1. Black HDPE**, a compound of PE and carbon black shall be used for the cable sheath.
- **3.4.5.3.1.1.2.** The moisture barrier shall consist of a longitudinally applied laminate of polymer coated aluminum foil.
- **3.4.5.3.1.1.3.** A rip cord having a minimum breaking load of 150N shall be laid beneath the outer sheath to facilitate access to the fiber.
- **3.4.5.3.1.1.4.** Cable sheath marking shall be as follows:
  - Property of DICT Philippines;
  - Manufacturer’s Name and Fiber Count;
  - Date of Manufacture;
  - Length Marker; and
  - Fiber type: SM
- **3.4.5.3.1.1.5.** The completed cable shall have sequentially numbered length markers at regular intervals of one meter (1.0m).
- **3.4.5.3.1.1.6.** The cable sheath shall have 3.2mm thick green-striped marking continuously on the sheath.

#### 3.4.5.3.1.2. Strength Member
3.4.5.3.1.2.1. One or more strength members shall be incorporated into a cable structure designed to carry the tensile load associated with installation.

3.4.5.3.1.2.2. The fiber reinforced plastic (FRP), serving mainly as the central strength member must be laminated with an MDPE-Jacket to prevent disintegration/breakage of plastic materials used.

3.4.5.3.2. Underground fiber optic cable

3.4.5.3.2.1. Cable Sheath

3.4.5.3.2.1.1. Black HDPE, a compound of PE and carbon black shall be used for the cable sheath.

3.4.5.3.2.1.2. The moisture barrier shall consist of a longitudinally applied laminate of polymer coated aluminum foil.

3.4.5.3.2.1.3. A rip cord having a minimum breaking load of 150N shall be laid beneath the outer sheath to facilitate access to the fiber.

3.4.5.3.2.1.4. Cable sheath marking shall be as follows:

- Property of DICT Philippines;
- Manufacturer’s Name and Fiber Count;
- Date of Manufacture;
- Length Marker; and
- Fiber type: SM

3.4.5.3.2.1.5. The completed cable shall have sequentially numbered length markers at regular intervals of one meter (1.0m).

3.4.5.3.2.1.6. The cable sheath shall have 3.2mm thick green-striped marking continuously on the sheath.

3.4.5.3.2.2. Strength Member
3.4.5.3.2.2.1. One or more strength members shall be incorporated into a cable structure designed to carry the tensile load associated with installation.

3.4.5.3.2.2.2. The fiber reinforced plastic (FRP), serving mainly as the central strength member must be laminated with an MDPE-Jacket to prevent disintegration/breakage of plastic materials used.

3.4.5.3.3. Identification

The color coding of the loose tubes and the individual fibers within each loose tube shall be as follows:

<table>
<thead>
<tr>
<th>Tube No./Fiber No.</th>
<th>Fiber Color</th>
<th>Tube Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Blue</td>
<td>Blue</td>
</tr>
<tr>
<td>2</td>
<td>Orange</td>
<td>Orange</td>
</tr>
<tr>
<td>3</td>
<td>Green</td>
<td>Green</td>
</tr>
<tr>
<td>4</td>
<td>Brown</td>
<td>Brown</td>
</tr>
<tr>
<td>5</td>
<td>Slate</td>
<td>Slate</td>
</tr>
<tr>
<td>6</td>
<td>White</td>
<td>White</td>
</tr>
<tr>
<td>7</td>
<td>Red</td>
<td>Red</td>
</tr>
<tr>
<td>8</td>
<td>Black</td>
<td>Black</td>
</tr>
<tr>
<td>9</td>
<td>Yellow</td>
<td>Yellow</td>
</tr>
<tr>
<td>10</td>
<td>Violet</td>
<td>Violet</td>
</tr>
<tr>
<td>11</td>
<td>Rose</td>
<td>Rose</td>
</tr>
<tr>
<td>12</td>
<td>Aqua blue</td>
<td>Aqua Blue</td>
</tr>
</tbody>
</table>
### 3.4.5.3.4. Packing of Cables
Cable protection shall include, as a minimum, a covering placed between the cable reel flanges and over the exposed layer of the cable. The covering shall be weather resistant and shall limit solar heating of the cable such that the cable surface temperature does not exceed 10°C above ambient temperatures under maximum solar radiation.

The cable ends shall be accessible for testing, and securely fastened to the reel to prevent the cable from becoming loose in transit or during cable installation.

End caps shall be securely installed to both cable ends to prevent escape of filling compound and entry of moisture during shipping, handling, and storage.

The manufacturer shall state the sizes of cable drums used for the purpose of packing the offered single mode optical fiber cables. The minimum diameter of spool of the cable drums shall be at least 20 times the cable diameter.

The spindle hole of each cable drum shall be greater than 100mm.

Cable length per reel /drum must be continuous.

### 3.4.5.3.5. Cable Sizes
The manufacturer shall state the outer diameter of the various sizes of the single mode fiber optic cables offered, subject to DICT's approval.

### 3.4.6. Pre-installation
3.4.6.1. The contractor is required to designate a qualified on-site engineer for proper supervision and coordination of the project. He must undergo interview with DICT FOC Team for verification.
3.4.6.2. The Contractor shall, in order to keep the design accurate and practical and at his own expense, perform the following:

| 3.4.6.2.1. | When necessary, make test holes at key points of the route to avoid interference with underground facilities and/or hard – rocks as much as practically possible; |
| 3.4.6.2.2. | Obtain prior approval from municipalities and/or other relevant authorities/agencies, and third parties for the execution of the work. |
| 3.4.6.2.3. | The Contractor shall abide and comply with the terms and conditions specified in the permits obtained from said municipalities and/or other relevant authorities/agencies. |

All permits and fees/charges for the JPA lease, road/underground trench/duct monthly lease will be eventually shouldered by the Project once the Final Acceptance Certificate is issued by DICT.

All charges pertaining to permits and other fees for JPA lease and Right of Way for the duration of the contract shall be at the expense of the Contractor.

### 3.4.7. Maintenance Work Requirements

| 3.4.7.1. | Reports and Documentation for Maintenance Work |
| Management work/activities shall start once the installation and construction of the government network is 100% accepted and operational. Contractor must submit the following: |
| 3.4.7.1.1. | Preventive maintenance Plan; |
| 3.4.7.1.2. | Monthly submission of maintenance report; |
| 3.4.7.1.3. | Incident Report, in case of problems encountered; |
| 3.4.7.1.4. | Repair and Test report after restoration activities. |
3.4.7.2. Manpower
Personnel must be properly trained to use such equipment and do the troubleshooting and restoration and must be available on a moment’s notice.

In order to effectively maintain the FOC Network, maintenance personnel, at the minimum, must include the following:

3.4.7.2.1. One (1) Project Engineer/Coordinator

3.4.7.2.2. One (1) FOC team that consists of seven (7) personnel
- One (1) OSP Supervisor
- Two (2) Lineman
- Two (2) Splicers/Commissioning personnel
- Two (2) Support personnel

3.4.7.3. Tools and Equipment
As part of the activity, the following equipment, facilities, tools and materials must be available at all times. Contractor must have the following tools and equipment to do the preventive maintenance and restoration activities in the duration of the contract but not to be delivered to DICT.

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Arc Fusion Machine</td>
<td>1</td>
<td>Set</td>
</tr>
<tr>
<td>2</td>
<td>Optical Loss Test Set (Power Meter &amp; Light Source)</td>
<td>1</td>
<td>Set</td>
</tr>
<tr>
<td>3</td>
<td>Optical Time Domain Reflectometer (OTDR)</td>
<td>1</td>
<td>Set</td>
</tr>
<tr>
<td>4</td>
<td>Fiber Extension Ladder 24 feet length</td>
<td>2</td>
<td>Sets</td>
</tr>
<tr>
<td>5</td>
<td>Lineman safety belts</td>
<td>2</td>
<td>Sets</td>
</tr>
<tr>
<td>6</td>
<td>Lineman Tool Kit</td>
<td>2</td>
<td>sets</td>
</tr>
<tr>
<td>7</td>
<td>Cable jack/trailer</td>
<td>1</td>
<td>Set</td>
</tr>
<tr>
<td>8</td>
<td>Digging bar, shovel, clamshell digger,</td>
<td>2</td>
<td>Sets</td>
</tr>
<tr>
<td>9</td>
<td>Carpentry Tools</td>
<td>2</td>
<td>Sets</td>
</tr>
<tr>
<td>10</td>
<td>Wheel meter</td>
<td>2</td>
<td>pcs.</td>
</tr>
<tr>
<td>11</td>
<td>Cable Cutter</td>
<td>2</td>
<td>pcs.</td>
</tr>
<tr>
<td>12</td>
<td>Messenger wire cutter</td>
<td>2</td>
<td>pcs.</td>
</tr>
<tr>
<td>13</td>
<td>Other necessary tools/equipment</td>
<td>1</td>
<td>Lot</td>
</tr>
</tbody>
</table>
### 3.4.7.4. Maintenance Supplies/Materials

Listed in the table are the common materials necessary for the maintenance of the network. (To be delivered by the winning bidder to DICT)

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>96 core, FOC, SM, 1310, Air blown fiber or underground or buried, depends on the FOC supplied during installation 4km/drum</td>
<td>3</td>
<td>drums</td>
</tr>
<tr>
<td>2</td>
<td>48 core, FOC, SM, 1310. Self-support, depends on the FOC supplied during installation 4km/drum</td>
<td>3</td>
<td>drums</td>
</tr>
<tr>
<td>2</td>
<td>FOC Splice Closure-48 core</td>
<td>30</td>
<td>sets</td>
</tr>
<tr>
<td>3</td>
<td>Patch Cord, LC/LC</td>
<td>100</td>
<td>pcs.</td>
</tr>
<tr>
<td>4</td>
<td>Underground HDPE ducts/conduit/microducts, depends on the FOC supplied during installation</td>
<td>1</td>
<td>lot</td>
</tr>
<tr>
<td>5</td>
<td>Different size of pole clamps (10 each)</td>
<td>1</td>
<td>lot</td>
</tr>
<tr>
<td>6</td>
<td>Different types of suspension clamps (10 each)</td>
<td>1</td>
<td>lot</td>
</tr>
<tr>
<td>7</td>
<td>Messenger/Guy grip</td>
<td>100</td>
<td>pcs.</td>
</tr>
<tr>
<td>8</td>
<td>Other necessary materials</td>
<td>1</td>
<td>lot</td>
</tr>
</tbody>
</table>

Note: All the above mentioned materials shall be made available at the time of the Final Acceptance.

### 3.4.7.5. Maintenance vehicles

Contractor must have the following vehicles to mobilize necessary tools and materials that will be used in the maintenance of the network in the duration of the contract.

- **3.4.7.5.1. One (1) Splicing Van with Ladder rack/holder**
- **3.4.7.5.2. One (1) Bucket/Boom Truck**
- **3.4.7.5.3. One (1) Service Vehicle with Ladder rack/holder**

### 3.4.7.6. Warehouse (DICT will provide a 300 square meter open space)

Contractor is required to maintain the quantity of materials in their storage warehouse. Warehouseman must always update and maintain record of the list of components and materials, and prepare reports when stocks are being used.

*In case of any loss or damages on the materials provided by DICT, the Contractor or the winning Maintenance Provider will be accountable and must immediately replace the said materials.*
<table>
<thead>
<tr>
<th>3.4.7.7. Personnel Protective Equipment (PPE) and Safety Devices</th>
<th>Contractor must also provide and ensure that all personnel are wearing proper PPE at all times and use safety device in their working area to avoid any accident.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.4.7.8. Handling and Storage Procedures</td>
<td>Contractor shall ensure that all FOC, equipment and materials necessary for the project are properly handled and secured. Contractor must submit Handling and Storage Procedures particularly of the Fiber Optic Cable. This also includes the shipment or transfer of FOC when necessary.</td>
</tr>
<tr>
<td>3.5. Duration of the Contract</td>
<td>Upon issuance of Notice to Proceed, the duration of the contract is one hundred eighty (180) calendar days for installation of FOC and two (2) years for maintenance of the FOC network.</td>
</tr>
<tr>
<td>3.6. Warranty</td>
<td>3.6.1. The Contractor warrants that Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design, materials, except when the technical specifications required by DICT provides otherwise;</td>
</tr>
<tr>
<td></td>
<td>3.6.2. The Contractor further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship; From any act of omission of the Contractor that may develop under the normal use of the Supplied Goods in the conditions prevailing in the country of the final destination;</td>
</tr>
<tr>
<td></td>
<td>3.6.3. The warranty shall cover full replacement of defective items, free of charge, including labor, spare parts and materials.</td>
</tr>
<tr>
<td>3.7. Implementation or Work Schedule</td>
<td></td>
</tr>
</tbody>
</table>
3.7.1. The Contractor shall submit an integrated project implementation plan showing the following:

3.7.1.1. Detailed work plan, including milestones and critical tasks, in implementing the project within the allotted one hundred twenty (120) calendar days from date of receipt of Notice to Proceed (NTP);

3.7.1.2. Number of work teams at any given time;

3.7.1.3. Specific dates for work and quality inspection by the DICT team in the FOO clusters;

3.7.2. The Contractor shall submit integrated implementation updates every 1st day of the week (Monday) to DICT throughout the contractual installation/construction period from the effective date of the Contract until the completion of the Project showing the following detailed milestone, and in accordance with the established schedule and priorities.

3.7.3. The implementation shall be accurate and include the following considerations:

3.7.3.1. To ensure that the work-force is well-distributed through the contractual period taking quality control and timely progress into consideration;

3.7.3.2. To allow sufficient time and manpower for self-inspections/tests prior to being witnessed by DICT for interim inspections/tests and provisional acceptance tests;

3.7.3.3. To allow reasonable time for witnessing by DOST/ICT Office of interim inspections/tests considering the work sequence such as cable laying work after DICT has accepted completed systems;

3.7.3.4. To ensure the sites are properly managed so as to ensure:

3.7.3.4.1. Coordination with NGAs, LGUs and other authorities/agencies concerned;

3.7.3.4.2. Obtaining site implementation permits and site-entry permits;

3.7.3.4.3. Adequacy of site security arrangements.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3.7.3.5.</td>
<td>To keep sufficient time and manpower from transferring site know-how quality control, tools/formats, standard safety arrangements, first aid, etc., to the local staff and local foreman.</td>
</tr>
<tr>
<td>3.7.3.6.</td>
<td>To make sure the quality/functions of domestic products fully conform to the specifications any time necessary to upgrade the same.</td>
</tr>
<tr>
<td>3.7.4.</td>
<td>The Contractor shall be responsible for conforming to the integrated implementation schedules as strictly as possible after examination and approval by DICT.</td>
</tr>
<tr>
<td>3.7.5.</td>
<td>If discrepancies/ambiguities are found or some deviation is necessary in the actual implementation progress, the Contractor shall report the same to DICT and shall take all corrective actions/measures at Contractor’s own expense in accordance with the instructions given by DICT.</td>
</tr>
<tr>
<td>3.7.6.</td>
<td>The initial synchronized and integrated implementation schedule specified for the project shall be submitted for DICT approval within five (5) days after the effective date of the Contract.</td>
</tr>
<tr>
<td><strong>3.8. Change Management Procedure</strong></td>
<td></td>
</tr>
<tr>
<td>3.8.1.</td>
<td>In case an agency was found to be in a different location/site than the one specified in the TOR in the detailed site survey/engineering to be done by the winning Contractor, Contractor is required to connect said agency to the Fiber Infra Network provided that the location of the agency is not beyond 1000 meters from the network.</td>
</tr>
<tr>
<td>3.8.2.</td>
<td>If an agency transferred to another location, contractor must identify another agency as a replacement to complete the total number of agencies required in the project.</td>
</tr>
<tr>
<td>3.8.3.</td>
<td>Under any circumstances, the backbone cable must be installed underground. In cases where this is not possible, a written request and justification must be submitted to the DICT for approval. A copy of the detailed cable route must also be submitted along with the request.</td>
</tr>
<tr>
<td><strong>4. Evaluation Process</strong></td>
<td>Contractors must submit the following not more than three (3) days after the declaration of LCB or SCB:</td>
</tr>
</tbody>
</table>
4.1. Written Statement of the contractor signed by their authorized representative that they have at least 10 years of direct experience on planning, engineering, supply and delivery, installation, testing and commissioning and experience in operations and maintenance of optical fiber transmission backbone projects/systems with major telecommunications carriers in the Philippines.

4.2. Contractor shall submit resume of key personnel to be assigned to the project. These key personnel are the; PECE, Project Manager; Project Engineer, Outside Plant Supervisor,

4.3. Must hold a PCAB License on Communications Facilities for a minimum of 5 consecutive years from the date of Bid Opening. (In case of renewal, the bidder must submit PCAB application and Official Receipt)

5. Testing and Acceptance
The contractor is responsible in the performance of all civil and cable network pre-test requirement but not limited to:

5.1. Fiber Optic Cable (FOC) – attenuation and all its related testing, power meter test, and grounding test and all other test that may need to perform to complete the FOC test requirements.

5.1.1. On-reel acceptance tests shall be performed on the cable to confirm the manufacturer’s tests before the installation operation begins. This will also be used to validate the fiber loss/km; at wavelength 1310nm loss shall be 0.4 dB/km or less; at 1550nm shall be 0.3dB/km or less.

5.1.2. End-to-end acceptance tests (typically conducted after completion of installation and splicing and before installing terminal equipment).

5.1.3. End-to-end attenuation is the amount of optical power loss between cable system connector tips. This will include the fiber and splice /connector loss in the cable system after it has been installed.

5.1.4. Splice acceptance tests (individual splice insertion losses)

5.1.4.1. splice loss shall not be above **0.1 dB for fusion splices**; and
5.1.4.2. connectors shall have insertion losses of **0.5 dB or less**.

*Note: All test equipment that will be utilized for this project shall have updated calibration certificates to ensure accuracy of results. Contractor is required to submit Calibration Certificates prior to testing.*

### 5.2. Link Loss Requirements

During the design stage a link loss calculation shall be prepared and included with the project proposal and design packages. The link loss budget shall include:

<table>
<thead>
<tr>
<th>5.2.1.</th>
<th>Total fiber attenuation (loss), not more than 6db.</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.2.2.</td>
<td>Splice loss (including pigtail splices, if pigtails are used).</td>
</tr>
<tr>
<td>5.2.3.</td>
<td>Connector loss.</td>
</tr>
<tr>
<td>5.2.4.</td>
<td>The calculated dB loss cannot exceed the operating range of the terminal equipment that will be installed. Measured end-to-end loss should measure less than the calculated loss. Fibers that measure a higher loss than the link loss budget will not be accepted.</td>
</tr>
</tbody>
</table>

### 5.3. Contractor Performance and Workmanship

5.3.1. DICT will issue provisional and final acceptance certificate to the Contractor certifying that the scope of work has been performed and accomplished in accordance with the approved plans and specification schedules, variation orders if any, and other related contract document.

5.3.2. The contractor likewise agrees to correct any defect accruing after the final acceptance of the site facility under the project within the guarantee period. Effective duration of which shall be one (1) year commencing from the date of final acceptance by DICT.

### 6. Payment Terms / Progress Payment

6.1. For the Supply, Delivery, Design, Installation, Splicing, Testing and Commissioning of Brand New Fiber Optic Cable Network in Cotabato, payment will be made in Partial Payment as follows:

6.1.1. **20% payment** – After the contractor installed 20% of the Total FOC km. (contractor must issue Bank Guarantee)

6.1.2. **40% payment** - After the contractor installed another 40% of the Total FOC km. (contractor must issue Bank Guarantee)
6.1.3. 40% payment - After the final acceptance and completion of the project.

6.2. For Maintenance of the DICT Fiber Optic Cable Network in Cotabato, payment will be every three (3) months upon submission of necessary documents as required by DICT. After the initial three years, the succeeding maintenance payments may be subject to an annual escalation of at most five (5%) percent of the total annual maintenance cost, which will be negotiable.

7. **Timelines for Implementation of the Project**

### 7.1. Delivery Schedule

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Within fifteen (15) calendar days after receipt of Notice to Proceed</td>
</tr>
<tr>
<td>2</td>
<td>Within fifteen (15) calendar days after site survey</td>
</tr>
<tr>
<td>3</td>
<td>Within one hundred twenty (120) days after delivery of Engineering Design</td>
</tr>
<tr>
<td>4</td>
<td>Within fifteen (15) calendar days after completion of the construction and installation of the FOC Network</td>
</tr>
<tr>
<td>5</td>
<td>Within fifteen (15) calendar days after Pre-testing and Pre-Acceptance.</td>
</tr>
<tr>
<td>6</td>
<td>Two (2) years after the final acceptance of the FOC network and ready for light-up.</td>
</tr>
</tbody>
</table>
Section VIII.
Bidding Forms
Annex I

DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPlicing, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO

BAC4IGOV-2017-06-010

STATEMENT OF ALL ONGOING CONTRACTS WITHIN THE LAST THREE (3) YEARS

All On-Going Contracts (including contract/s awarded but not yet started, if any)

<table>
<thead>
<tr>
<th>Name of Client</th>
<th>Name of the Contract</th>
<th>Date and Status of the Contract</th>
<th>Kinds of Goods</th>
<th>Amount of Contract</th>
<th>Value of Outstanding Contracts</th>
<th>Date of Delivery</th>
<th>Purchase Order Number/s or Date of Contract/s</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Name & Signature of Authorized Representative

______________________________

Position

______________________________

Date

Instructions:
1. State all on-going contracts including those awarded but not yet started (Government and Private Contracts which may be similar or not similar to the project called for bidding as of the day before the deadline of submission of bids.
2. If there is NO on-going contract including awarded but not yet started as of the abovementioned period, state none or equivalent term.
3. The total amount of the ongoing but not yet started contracts should be consistent with those used in the Financial Contracting Capacity (NFCC).
Annex I-A

**DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO**

**BAC4IGOV-2017-06-010**

**STATEMENT OF SINGLE (1) LARGEST COMPLETED CONTRACT OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM DATE OF SUBMISSION AND RECEIPT OF BIDS AMOUNTING TO AT LEAST FIFTY PERCENT (50%) OF THE APPROVED BUDGET OF THE CONTRACT (ABC)**

<table>
<thead>
<tr>
<th>Name of Client</th>
<th>Name of Contract</th>
<th>Date of the Contract</th>
<th>Kinds of Goods</th>
<th>Value of Contracts</th>
<th>Date of Completion</th>
<th>Official Receipt No. &amp; Date OR End User’s Acceptance Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFIED CORRECT:**

________________________
Name & Signature of Authorized Representative

________________________
Position

________________________
Date

**Instructions:**
Any of the following documents must be submitted corresponding to listed contracts per submitted Annex I-A:
- Copy of End user’s acceptance;
- Official receipt/s; or
- Sales Invoice
DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO BAC4IGOV-2017-06-010

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is Philippine Pesos ____________ (P ______________) which is at least equal to the Approved Budget for the Contract (ABC). The amount is computed as follows:

\[ NFCC = (CA - CL) \times 15 - C \]

Issued this _____ day of _________, 2017.

CERTIFIED CORRECT:

________________________________________
Name & Signature of Authorized Representative

________________________________________
Position

________________________________________
Date

Notes:

1. The values of the bidder’s current assets and current liabilities are based on the data submitted to BIR through its Electronic Filing and Payment System.
2. Value of all outstanding or uncompleted contracts refers those listed in Annex-I.
3. The detailed computation using the required formula must be shown as provided above.
4. The NFCC computation must at least be equal to the total ABC of the project.
DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPlicing, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO
BAC4IGOV-2017-06-010

PROTOCOL / UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This PROTOCOL / UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE, executed by:

__________ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at __________, __________, representative herein by __________, __________, hereinafter referred to as “__________”;

-and-

__________ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at __________, __________, representative herein by __________, __________, hereinafter referred to as “__________”;

-and-

__________ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at __________, __________, representative herein by __________, __________, hereinafter referred to as “__________”;

(hereinafter referred to collectively as “Parties”)

For submission to the Special Bids and Awards Committee for the Integrated Government Philippines Program of the Department of Information and Communications Technology, pursuant to Section 23.1 (b) of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a Joint Venture in the public bidding that will be conducted by the Department of Information and Communications Technology, pursuant Republic Act (R.A.) 9184 and its Implementing Rules and Regulations, with the following particulars:

<table>
<thead>
<tr>
<th>Bid Reference No.</th>
<th>BAC4IGOV-2017-06-010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title of Procurement Project</td>
<td>DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO</td>
</tr>
<tr>
<td>Approved Budget for the Contract</td>
<td>₱32,000,000.00</td>
</tr>
</tbody>
</table>
NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to the joint cooperation for this bid project, in the event that their bid successful, furnishing the copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated bid or highest rated responsive bid (as the case may be).

For the purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

CERTIFIED CORRECT:

<table>
<thead>
<tr>
<th>Authorized Representative of the JV Partner: (Per attached Secretary’s Certificate)</th>
<th>Authorized Representative of the JV Partner: (Per attached Secretary’s Certificate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

Furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by DICT of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by DICT under the provisions of R.A. 9184 and its 2016 Revised IRR, without any liability on the part of DICT.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

Bidder’s Representative/Authorized Signature

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this ___________ day of ___________ at ___________, Philippines, affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued at _________ at _________, Philippines.

Doc No. _______
Page No. _______
Book No. _______
Series of _______
"Sec. 12. Competent Evidence of Identity - The phrase "competent evidence of identity" refers to the identification of an individual based on:
At least one current identification documents issued by an official agency bearing the photograph and signature of the individual, such as but limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, PhilHealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.
Republic of the Philippines
CITY OF ____________________ ) S.S.

BID-SECURING DECLARATION
Invitation to Bid Reference No.: BAC4IGOV-2017-06-010

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, if I/we have committed any of the following actions:

   (i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or

   (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.

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 as the bidder with the Single/Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.
Annex IV
(page 2 of 2)

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 [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 ___.

Note:
"Sec.12. Competent Evidence of Identity - The phrase’ competent evidence of identity’ refers to the identification of an individual based on:
At least one current identification documents issued by an official agency bearing the photograph and signature of the individual, such as but limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, PhilHealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.
Annex V

DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPlicing, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO

BAC4IGOV-2017-06-010

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES
CITY/MUNICIPALITY OF _______ ) ) S.S.

AFFIDAVIT

I/We, ____________, of legal age, with residence at ____________, after having duly sworn in accordance with law and in compliance with the bidding requirements as contained in the Instructions to Bidders/Bid Data Sheet for the bidding do hereby certify under oath as follows:

(a) AUTHORITY OF THE DESIGNATED REPRESENTATIVE

(Please check appropriate box and full up blanks)

☐ SOLE PROPRIETORSHIP

That I am the sole proprietor of <Company Name/Name of Supplier> with business address at _____________; Telephone No. ________________, with Fax No. __________ and e-mail address ________________ and as such, I have the full power and authority to do, execute, and perform any and all acts necessary to represent it in the negotiation.

Name:___________________________
Title:_____________________________
Specimen Signature:________________

OR

That I am the <Company Name/Name of Supplier> with business address at _____________; Telephone No. ________________, with Fax No. __________ and e-mail address ________________ and as such, I have the full power and authority to do, execute, and perform any and all acts necessary to represent it in the negotiation.

Name:___________________________
Title:_____________________________
Specimen Signature:________________

Note: Please attach a Special Power of Attorney, if not the Sole Proprietor/Owner.

☐ CORPORATION, PARTNERSHIP, COOPERATIVE

That I/We am/are the duly authorized representative/s of <Company Name>, located at _____________; Telephone No. ________________, with Fax No. __________ and e-mail address ________________; as shown in the attached Secretary's Certificate issued by the corporation or the members of the joint venture, and granted full power and authority to execute and perform any and all acts necessary and/or to represent our company in the abovementioned negotiations, including signing all negotiation documents and other related documents such as the contracts:

1. Name:___________________________
   Title:_____________________________
   Specimen Signature:________________

2. Name:___________________________
   Title:_____________________________
   Specimen Signature:________________

Note: Please attach duly executed Secretary's Certificate.
(b) NON-INCLUSION IN THE BLACKLIST NOR UNDER SUSPENSION STATUS BY ANY AGENCY OR GOVERNMENT INSTRUMENTALITY

That the firm I/We represent 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 Institution whose blacklisting rules been recognized by the Government Procuring Policy Board;

(c) AUTHENTICITY OF SUBMITTED DOCUMENTS

That each of the documents submitted by our company by our company 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.

(d) AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS

The undersigned duly authorized representative of the Applicant, for and in behalf of the Applicant hereby submits this Letter of Authorization in relation with Application to apply for Eligibility and to Bid for the subject contract to be bid.

In the connection thereat, all public official, engineer, architect, surety company, bank institution or other person, company or corporation named in the eligibility documents and statements are hereby requested and authorized to furnish the Chairperson of BAC4IGOv or his duly authorized representative/s any information necessary to verify the correctness and authenticity of any item stated in the said document and statements or regarding our competence and general reputation.

I/We hereby give consent and give authority to the Chairperson of BAC4IGOv or his duly authorized representative, to verify the authenticity and correctness, of any or all of the documents and statements submitted herein; and that I/we hereby hold myself liable, criminally or civilly, for any misrepresentation or false statements made therein which shall be ground for outright disqualification and/or ineligibility, and inclusion of my/our company among the contractors blacklisted from participating in future biddings of Department of Information and Communications Technology.

(e) DISCLOSURE OF RELATIONS

That for and in behalf of the Bidder, I/We hereby declare that:

☐ if the bidder is an individual or a sole proprietorship, to the bidder himself;
☐ if the bidder is a partnership or cooperative, to all its officers and members;
☐ if the bidder is a corporation or joint venture, to all its officers, directors, and controlling stockholders;

Are not related by consanguinity or affinity up to the third civil degree with the Secretary, Officers or Employees having direct access to information that may substantially affect the result of the bidding such as, but not limited to, the members of the BAC, the members of the Technical Working Group (TWG), the BAC Secretariat, and DICT. It is fully understood that the existence of the aforesaid relation by consanguinity or affinity of the Bidder with the aforementioned Officers of the Agency shall automatically disqualify the Bid.
(f) COMPLIANCE WITH EXISTING LABOR LAWS AND STANDARDS
That our company diligently abides and complies with existing labor laws and standards.

(g) BIDDER’S RESPONSIBILITIES
1. That I/we have taken steps to carefully examine all of the Bidding Documents;
2. That I/We acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
3. That I/We made an estimate of the facilities available and needed for the contract to be bid, if any;
4. That I/We will inquire or secure Supplemental/Bid Bulletin(s) issued for this Project.
5. That the submission of all bidding requirements shall be regarded as acceptance of all conditions of bidding and all requirements of authorities responsible for certifying compliance of the contract;
6. That I have complied with our responsibility as provided for in the bidding documents and all Supplemental / Bid Bulletins;
7. That failure to observe any of the above responsibilities shall be at my own risk; and
8. That I agree to be bound by the terms and conditions stated in the Conditions of the Contract for this project.

(h) DID NOT PAY ANY FORM OF CONSIDERATION
That our company 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.

(i) COMPANY OFFICIAL CONTACT REFERENCE
That our company hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the DICT Bids and Awards Committee notices be transmitted.

    Telephone No./s: __________________________
    Fax No/s. : _________________________________
    E-mail Add/s.: ____________________________

It is understood that notice/s transmitted in the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.
IN WITNESS WHEREOF, I have hereunto set my hand this __ day of __, 20__ at ____________, Philippines.

____________________________________
Bidder’s Representative/Authorized
Signatory

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this __________ day of ___________, 20__ at ____________, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by the 2004 Rules of Notarial Practice ________________ issued ______________ at ____________________, Philippines.

Doc. No.______
Page No.______
Book No.______
Series of______

Note:
"Sec.12. Competent Evidence of Identity - The phrase” competent evidence of identity” refers to the identification of an individual based on:
At least one current identification documents issued by an official agency bearing the photograph and signature of the individual, such as but limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, PhilHealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.
Annex VI

DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO
BAC4IGOV-2017-06-010

COMPANY PROFILE

| COMPANY NAME | : |
| HEAD OFFICE | : |
| BRANCH | : |
| TELEPHONE NUMBER/S | : |
| HEAD OFFICE | : |
| BRANCH | : |
| FAX NUMBER/S | : |
| HEAD OFFICE | : |
| BRANCH | : |
| E-MAIL ADDRESS/ES | : |
| NUMBER OF YEARS IN BUSINESS | : |
| NUMBER OF EMPLOYEES | : |
| LIST OF MAJOR STOCKHOLDERS | : |

LIST OF BOARD DIRECTORS

LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT [at least THREE (3)]

___________________________________
Name & Signature of Company Authorized Representative

___________________________________
Position

___________________________________
Date
CERTIFICATE OF PERFORMANCE EVALUATION

[Rating of at least Satisfactory to be issued by the Bidder’s Single Largest Completed Contract Client indicated in the submitted Annex I-A on the performance of the product supplied / delivered by the prospective bidder]

This is to certify that (NAME OF BIDDER) has supplied our company/agency with (Name of Product/s). Based on our evaluation on timely delivery, compliance to specifications and performance, warranty and after sales service, we give (NAME OF BIDDER) a rating of:

☐ VERY SATISFACTORY
☐ SATISFACTORY
☐ POOR

This Certification shall form part of the Technical Documentary Requirements in line with (Name of Bidder) participation in the DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO for the Department of Information and Communications Technology.

Issued this _________ day of ___________ 2017 in ____________, Philippines.

Name of Company (Bidder’s Client) ________________________________
Full name of Authorized Representative ________________________________
Address ________________________________
Signature of Authorized Representative ________________________________
Tel. No. / Fax ________________________________
E-Mail Address ________________________________
Annex VIII
(page 1 of 3)

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPlicing, Testing, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO
BAC4IGOv-2017-06-010

TECHNICAL BID FORM

INSTRUCTION TO THE SUPPLIER: Indicate “COMPLY” (per line number) under Bidder’s Statement of Compliance if Bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A “YES” or “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Project Requirements</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DICT’s Section VII Technical Specifications For the DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPlicing, Testing, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BRAND</th>
<th>MODEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Fiber Optic Cable in compliance with ITU-T G.652.D</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Optical Distribution Frame</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Fiber Closure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Subduct/Microduct (HDPE)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BIDDER’S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items. I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

<table>
<thead>
<tr>
<th>Name of Company (in print)</th>
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<tbody>
<tr>
<td></td>
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<tr>
<td>Signature of Company Authorized Representative</td>
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<tr>
<td>Name and Designation (in print)</td>
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<tr>
<td>Date</td>
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</tbody>
</table>
**DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY**

**DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO**

**BAC4IGOV-2017-06-010**

---

**TECHNICAL BID FORM**

**INSTRUCTION TO THE SUPPLIER:** Indicate "COMPLY" (per line number) under **Bidder’s Statement of Compliance** if Bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES" or "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

<table>
<thead>
<tr>
<th>Line No.:</th>
<th>Other Requirements</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Bidder has no overdue deliveries or unperformed services intended for the DICT</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Bidder did not participate as consultant in the preparation of the design or technical specifications of the GOODS as subject of the bid</td>
<td></td>
</tr>
</tbody>
</table>
| 5        | **Delivery Place and Distribution**
Regional Government Center in Cotabato City as stated in Section VII Technical Specification. |                                  |
| 6        | **Delivery Period**
One Hundred Eighty (180) calendar days from receipt of Notice to Proceed |                                  |

---

**BIDDER’S UNDERTAKING**

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable hereby **OFFER to (supply/deliver/perform) the above described items.**

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

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<th>Name of Company (in print)</th>
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<td>Name and Designation (in print)</td>
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<td>Date</td>
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</table>
PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO

BAC4IGO-2017-06-010

TECHNICAL BID FORM

INSTRUCTION TO THE SUPPLIER: Indicate “COMPLY” (per line number) under Bidder’s Statement of Compliance if Bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A “YES” or “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Project Requirements If Awarded the Contract</th>
<th>Bidder’s Statement of Compliance</th>
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</thead>
<tbody>
<tr>
<td>7</td>
<td>Operations and Maintenance Manual</td>
<td></td>
</tr>
<tr>
<td></td>
<td>To submit Operation and Maintenance Manual upon completion of the project (in CD and hard copy).</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Replacement of Defective Items</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replacement of defective items delivered within fifteen (15) calendar days from receipt of Notice of Defects from DICT. Service unit must be provided while awaiting replacement.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Warranty</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Warranty Certificate issued in favor of DICT.</td>
<td></td>
</tr>
</tbody>
</table>

BIDDER’S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

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**Annex IX**

### PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

**DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY**

**FINANCIAL BID FORM**

(PRICES MUST BE INCLUSIVE OF VAT AND DELIVERED DUTIES PAID)

**DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO**

_BAC4IGOV-2017-06-010_

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>ABC (₱)</th>
<th>Financial Bid (₱)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING,</td>
<td>1</td>
<td>32,000,000.00</td>
<td>32,000,000.00</td>
</tr>
<tr>
<td>OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO</td>
<td>Lot</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE (Amount in Words):**

_______________________________________________________________________

**Notes:**

- The financial bid is inclusive of all taxes, duties, transportation costs, delivery charges and all costs relative to the project requirements including installation, testing, commissioning and training.
- The bidder shall assume all risks until the goods have been delivered at the site and accepted by DICT.

**BIDDER’S UNDERTAKING**

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security with in ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

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### DETAILED FINANCIAL BREAKDOWN

*Design, Supply, Delivery, Installation, Slicing, Testing, Commissioning, Operation and Maintenance of Brand New Fiber Optic Cable Network in Cotabato*

**INSTRUCTION:**
- The Sum of the Detailed Financial Breakdown must be equal to the Financial Bid per Annex VII.
- Do not leave any blanks. Indicate "0" if the item is being offered for free.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Total Cost per Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>144 core, FOC, SM, 1310, Air blown or underground or buried fiber (depending on what type of fiber to be installed), 4km/drum</td>
<td>4 drums</td>
<td></td>
<td></td>
</tr>
<tr>
<td>48 core, FOC, SM, 1310. Self-support (depending on what type of fiber to be installed), 4km/drum</td>
<td>7 drums</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FOC Splice Closure - 48 core</td>
<td>30 sets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patch Cord, LC/LC</td>
<td>190 pcs</td>
<td></td>
<td></td>
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<tr>
<td>Subduct/microduct, HDPE</td>
<td>15 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Different size of pole clamps (10 each)</td>
<td>1 lot</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Different types of suspension clamps (10 each)</td>
<td>1 lot</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Messenger/Guy grip</td>
<td>100 pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FOC Maintenance for two (2) years (Contractor must have the following tools, equipment, vehicles and manpower to do the preventive maintenance and restoration activities in the duration of the contract but not to be delivered to DICT.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arc Fusion Machine</td>
<td>1 set</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Optical Loss Test Set (Power Meter &amp; Light)</td>
<td>1 set</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Source</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Optical Time Domain Reflectometer (OTDR)</td>
<td>1 set</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiber Extension Ladder 24 feet length</td>
<td>2 sets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lineman safety belts</td>
<td>2 sets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lineman Tool Kit</td>
<td>2 sets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cable jack/trailer</td>
<td>1 set</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Digging bar, shovel, clamshell digger</td>
<td>2 sets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpentry Tools</td>
<td>2 sets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wheel meter</td>
<td>2 pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cable Cutter</td>
<td>2 pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Messenger wire cutter</td>
<td>2 pcs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contractor must have the following vehicles to mobilize necessary tools and materials that will be used in the maintenance of the network in the duration of the contract but not to be delivered to DICT.**

| Splicing Van with Ladder rack/holder | 1 |
| Bucket/Boom Truck | 1 |
| Service Vehicle with Ladder rack/holder | 1 |

**Minimum FOC Network maintenance personnel for Cotabato**

| Engineer/Coordinator | 1 |

One (1) FOC team which is consisting of seven (7) personnel:

| OSP Supervisor | 1 |
| Lineman | 2 |
| Splicers/Commissioning personnel | 2 |
| Support personnel | 2 |

**Design, Supply, Delivery, Installation, Splicing, Testing, Commissioning of Brand New Fiber Optic Cable Network in Cotabato**
<table>
<thead>
<tr>
<th>144 core Optical Fiber Cable</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>48 core Optical Fiber Cable</td>
<td></td>
</tr>
<tr>
<td>Route Survey</td>
<td></td>
</tr>
<tr>
<td>Underground installation of 4-way HDPE by microtrenching method and/or buried/conduit/directional boring of approximately 15 kms for the backbone cable routes</td>
<td></td>
</tr>
<tr>
<td>Underground installation of 144 core for Backbone Network (microtrenching method and/or buried/conduit/directional boring) and appurtenances for the proposed project</td>
<td></td>
</tr>
<tr>
<td>Aerial or Underground installation of 48 core for Distribution Network or Fiber to the Building (microtrenching method and/or buried/conduit/directional boring) and appurtenances for the proposed project</td>
<td></td>
</tr>
<tr>
<td><strong>Design, Supply, Delivery, Installation, Splicing, Testing, Commissioning of Brand New Fiber Optic Cable Network in Cotabato</strong></td>
<td></td>
</tr>
<tr>
<td>Installation of Optical Distribution Frame (ODF)/Cabinet including patch cord/pig tails, optical fiber trays</td>
<td></td>
</tr>
<tr>
<td>Termination of 144 cores FOC on PoP(Point of Presence) and 48 cores FOC on the client agencies/stations</td>
<td></td>
</tr>
<tr>
<td>As-build plans of all plans and drawings (network, route, termination, splicing, etc.) required by the project</td>
<td></td>
</tr>
<tr>
<td>Splicing and termination of fiber optic cable; Testing and commissioning</td>
<td></td>
</tr>
</tbody>
</table>
(provisional and final acceptance) of newly installed FOC; and
Restoration of all affected facilities.
Permits

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL BID PRICE (Amount in Words):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>______________________________________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BIDDER’S UNDERTAKING**

I/We, the undersigned bidder, having examined the bidding documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

______________________________
Name of Company (in print)

______________________________
Signature of Company Authorized Representative

______________________________
Name and Designation (in print)

______________________________
Date
Annex VII-A

DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO

BAC4IGOV-2017-06-010

For Goods Offered From Abroad

Name of Bidder __________________________. Invitation to Bid Number ______. Page __________________________ of _____.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Country of origin</th>
<th>Qty</th>
<th>Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)</th>
<th>Total CIF or CIP price per item (col. 4 x 5)</th>
<th>Unit Price Delivered Duty Unpaid (DDU)</th>
<th>Unit Price Delivered Duty Paid (DDP)</th>
<th>Total Price delivered DDP (col 4 x 8)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td>2</td>
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<td></td>
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</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Name of Company __________________________

Signature Over Printed Name Of Authorized Representative __________________________

Date __________

---

1 If ADB, JICA and WB funded projects, use IFB.
Annex IX-B

DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPLICING, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO
BAC4IGOV-2017-06-010

For Goods Offered From Within the Philippines

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Country of origin</th>
<th>Qty</th>
<th>Unit price EXW per item</th>
<th>Transportation and Insuranc e and all other costs incidenta l to delivery, per item</th>
<th>Sales and other taxes payable if Contract is awarded, per item</th>
<th>Cost of Incidental Services, if applicable, per item</th>
<th>Total Price, per unit (col 5+6+7+8 )</th>
<th>Total Price delivered Final Destination (col 9) x (col 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>2</td>
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<td>3</td>
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<td></td>
</tr>
</tbody>
</table>

Name of Company

Signature Over Printed Name
Of Authorized Representative

Date

2 If ADB, JICA and WB funded projects, use IFB.
Section IX.
Reference Documents
Annex XII

SPECIAL BANK GUARANTEE
(FOR RETENTION MONEY)

To: __________
Date: __________

WHEREAS, _________________ with principal offices located at ______________________ (hereinafter called “the Contractor/Supplier”) has undertaken, in pursuance of ________________ dated ____________ to execute supply of _______________ at ____________.

AND WHEREAS, it has been stipulated by you in the said Contract that the Contractor/Supplier shall furnish you with a Special Bank Guarantee by an authorized bank for the sum specified therein as security for compliance with their obligations in accordance to with the contract, including a warranty that the GOODS supplied are free from patent and latent defects and performance of corrective work for any manufacturing defects will be undertaken as required and that all the conditions imposed under the contract shall been fully met;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of PhP _______________ proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon you first written demand and without cavil or argument, any sum or sums within the limits of PhP _______________ as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby further affirm that this bank guarantee is irrevocable and intended to answer for the performance of corrective work for any manufacturing defects, to warrant that the goods supplied are free from met by the Contractor/Supplier.

We hereby waive the necessity of your demanding that said debt from the Contractor/Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until ________________ or a minimum of one (1) year, whichever comes later.

SIGNATURE AND SEAL OF GUARANTOR

NAME OF BANK

ADDRESS
Annex XIII

Form of Performance Security (Bank Guarantee)

To: Department of Information and Communications Technology (DICT)
DICT Building, C.P. Garcia Avenue, Diliman, Quezon City

WHEREAS, [insert name and address of Supplier] (hereinafter called the “Supplier”) has undertaken, in pursuance of Contract No. [Insert number] dated [insert date] to execute [insert name of contract and brief description] (hereinafter called the “Contract”);

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [insert amount of guarantee] proportions of currencies in which the Contract Price is payable, and we undertake to you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [insert amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF GUARANTOR

NAME OF BANK

ADDRESS

3 An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.
Section X
Checklist of Requirements
# Checklist of Requirements for Bidders

**Name of Company:** ____________________________  
**Project Name:** DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPlicing, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO  
**Bid Reference No.:** BAC4IGOV-2017-06-010  
**ABC:** ₱32,000,000.00

<table>
<thead>
<tr>
<th>Ref. No.</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ENVELOPE 1: ELIGIBILITY AND TECHNICAL DOCUMENTS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ELIGIBILITY DOCUMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>12.1 (a.1.) <strong>ELIGIBILITY DOCUMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>i.</td>
<td>PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.</td>
</tr>
<tr>
<td>ii.</td>
<td>Statement 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 (Annex I)</td>
</tr>
<tr>
<td>iii.</td>
<td>Statement of Completed Single Largest Contract from January 2012 up to the day before the deadline for the submission bids of similar in nature equivalent to at least fifty percent (50%) of the ABC. Annex I-A</td>
</tr>
</tbody>
</table>
| iv. | Duly signed Net Financial Contracting Capacity Computation (NFCC)* per Annex II, in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank  

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

Notes:  
- a) The values of the bidder’s current assets and current liabilities shall be based on the data submitted to BIR through its Electronic Filing and Payment System.  
- b) Value of all outstanding or uncompleted contracts refers those listed in Annex I.  
- c) The detailed computation using the required formula must be shown as provided above.  
- d) The NFCC computation must at least be equal to the total ABC of the project.  

**CLASS “B” DOCUMENTS (FOR JOINT VENTURE)** |
| i. For Joint Ventures, Bidder to submit either: |
| 1. | Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is
already in existence, or

2. Copy of Protocol / Undertaking of Agreement to Enter into Joint Venture signed by 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. (Annex III)

The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.

For Joint Venture, the following documents must likewise be submitted by each partner:

- PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

**For item (ii) to (iv) of the required eligibility documents, submission by any of the Joint Venture partner constitutes compliance.**

**TECHNICAL DOCUMENTS**

Bid security shall be issued in favor of the DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT) valid at least one hundred twenty (120) days after date of bid opening in any of the following forms:

- **a)** BID SECURING DECLARATION per Annex IV; or
- **b)** Cashier’s / Manager’s Check equivalent to at least 2% of ABC issued by a Universal or Commercial Bank.
- **c)** Bank Draft / Guarantee or Irrevocable Letter of Credit issued by a Universal or Commercial Bank equivalent to at least 2% of the ABC: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank if issued by a foreign bank
- **d)** Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to at least 5% of the ABC

**Description**

<table>
<thead>
<tr>
<th>Description</th>
<th>DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPlicing, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BID SECURITY</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Cashier’s / Manager’s Check equivalent to at least 2% of the ABC (PhP)</strong></td>
<td>640,000.00</td>
</tr>
<tr>
<td><strong>Bank Draft / Guarantee or Irrevocable Letter of Credit equivalent to at least 2% of the ABC (PhP)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Surety Bond equivalent to at least 5% of the ABC (PhP)</strong></td>
<td>1,600,000.00</td>
</tr>
<tr>
<td><strong>Bid Securing Declaration</strong></td>
<td>No required percentage</td>
</tr>
</tbody>
</table>

**12.1 (b)(i)**

**12.1 (b)(ii)**

Proof of Authority of the Bidder’s authorized representative/s:

- **a)** FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):
  Duly notarized Special Power of Attorney
- **b)** FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:
<table>
<thead>
<tr>
<th>Section</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>12.1</strong></td>
<td><strong>(b)(i)</strong> Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s.</td>
</tr>
<tr>
<td></td>
<td><strong>c) IN THE CASE OF UNINCORPORATED JOINT VENTURE:</strong> Each member shall submit a separate Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representative/s.</td>
</tr>
<tr>
<td></td>
<td><strong>Omnibus Sworn Statements using the form prescribed. (Annex V)</strong></td>
</tr>
<tr>
<td></td>
<td><strong>a) Authority of the designated representative</strong></td>
</tr>
<tr>
<td></td>
<td><strong>b) Non-inclusion of blacklist or under suspension status</strong></td>
</tr>
<tr>
<td></td>
<td><strong>c) Authenticity of Submitted Documents</strong></td>
</tr>
<tr>
<td></td>
<td><strong>d) Authority to validate Submitted Documents</strong></td>
</tr>
<tr>
<td></td>
<td><strong>e) Disclosure of Relations</strong></td>
</tr>
<tr>
<td></td>
<td><strong>f) Compliance with existing labor laws and standards</strong></td>
</tr>
<tr>
<td></td>
<td><strong>g) Bidder’s Responsibility</strong></td>
</tr>
<tr>
<td></td>
<td><strong>h) Did not pay any form of consideration</strong></td>
</tr>
<tr>
<td></td>
<td><strong>i) Company Official Contact Reference</strong></td>
</tr>
<tr>
<td><strong>12.1</strong></td>
<td><strong>(b)(iv)</strong> Company Profile (Annex VI). Company printed brochure may be included</td>
</tr>
<tr>
<td><strong>12.1</strong></td>
<td><strong>(b)(v)</strong> Vicinity / Location of Bidder’s principal place of business</td>
</tr>
<tr>
<td><strong>12.1</strong></td>
<td><strong>(b)(vi)</strong> Certificate of Performance Evaluation (Annex VII) showing a rating at least Satisfactory issued by the Bidder’s Single Largest Completed Contract Client stated in the submitted Annex I-A;</td>
</tr>
<tr>
<td><strong>12.1</strong></td>
<td><strong>(b)(vii)</strong> Completed and signed Technical Bid Form (Annex VIII)</td>
</tr>
<tr>
<td><strong>12.1</strong></td>
<td><strong>(b)(viii)</strong> Brochure (original or internet download) / Technical Data Sheet or equivalent document</td>
</tr>
<tr>
<td><strong>12.1</strong></td>
<td><strong>(b)(ix)</strong> Valid and Current Certificate of Distributorship / Dealership/ Resellership of the following product being offered, issued by the principal or manufacturer of the product (if Bidder is not the manufacturer). If not issued by manufacturer, must also submit certification / document linking bidder to the manufacturer</td>
</tr>
<tr>
<td><strong>12.1</strong></td>
<td><strong>(b)(x)</strong> Valid and current ISO 9001 Quality Management System Certificate issued to the manufacturer be an Independent Certifying body;</td>
</tr>
<tr>
<td><strong>12.1</strong></td>
<td><strong>(b)(xi)</strong> Written Statement of the contractor signed by their authorized representative that they have at least 10 years of direct experience on planning, engineering, supply and delivery, installation, testing and commissioning and experience in operations and maintenance of optical fiber transmission backbone projects/systems with major telecommunications carriers in the Philippines.</td>
</tr>
<tr>
<td><strong>12.1</strong></td>
<td><strong>(b)(xii)</strong> Contractor shall submit resume of key personnel to be assigned to the project. These key personnel are the; PECE, Project Manager; Project Engineer, Outside Plant Supervisor;</td>
</tr>
<tr>
<td><strong>12.1</strong></td>
<td><strong>(b)(xiii)</strong> Must hold a PCAB License on Communications Facilities for a minimum of 5 consecutive years from the date of Bid Opening. (In case of renewal, the bidder must submit PCAB application and Official Receipt)</td>
</tr>
<tr>
<td><strong>12.1</strong></td>
<td><strong>(b)(xiv)</strong> Compliance with the Schedule of Requirements as per Section VI</td>
</tr>
<tr>
<td><strong>12.1</strong></td>
<td><strong>(b)(xv)</strong> Compliance with the Technical Specifications as per Section VII</td>
</tr>
</tbody>
</table>
## ENVELOPE 2: FINANCIAL DOCUMENTS

### 13.1 (a) Financial Bid Form

**Description**
- DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPlicing, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>ABC P (VAT Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESIGN, SUPPLY, DELIVERY, INSTALLATION, SPlicing, TESTING, COMMISSIONING,</td>
<td>1</td>
<td>32,000,000.00</td>
</tr>
<tr>
<td>OPERATION AND MAINTENANCE OF BRAND NEW FIBER OPTIC CABLE NETWORK IN COTABATO</td>
<td>Lot</td>
<td></td>
</tr>
</tbody>
</table>

The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted. Further, the sum of bid for each item indicated in the **Detailed Financial Breakdown per Annex X** must be equal to the signed and submitted Financial Bid Form per Annex IX.

### 13.1 (a) Detailed Financial Breakdown per Annex X

- Completed "For Goods Offered from Abroad" and/or "For Goods Offered From Within the Philippine" Forms per Annex IX-A and Annex IX-B, whichever is applicable.

### 13.1 (b) Certification

- If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a Certification from the DTI, SEC or CDA to be enclosed pursuant to the Revised IRR of R.A. 9184.

### NOTE:

- In case of inconsistency between the Checklist of Requirements for Bidders and the provisions in the Instruction to Bidders/Bid Data Sheet, the Instruction to Bidders/Bid Data Sheet shall prevail.