



PHILIPPINE BIDDING DOCUMENTS

NATIONAL DEVELOPMENT COMPANY

Procurement of a Provider to Supply and Deliver a Dedicated and Block Bandwidth Capacity to Include Installation of Required Equipment and Managed Service

**PROJECT REFERENCE NO:
MR24-04-048**

**APPROVED BUDGET:
US\$ 20,000,000.00**

NDC Building, 116 Tordesillas Street
Salcedo Village, Makati City

**Sixth Edition
July 2020**



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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

Procurement of a Provider to Supply and Deliver a Dedicated and Block Bandwidth Capacity to Include Installation of Required Equipment and Managed Service

1. The *National Development Company* through the *NDC Corporate Operating Budget for year 2024* intends to apply the sum of \$ 20,000,000.00 being the ABC to payments under the contract for *Project Reference No. MR24-04-048*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *National Development Company* through the *NDC Corporate Operating Budget for year 2024* intends to apply the sum of Twenty Million Dollars (\$ 20,000,000.00) and the *Project Reference No. MR24-04-048*. being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The *National Development Company* now invites bids for the above Procurement Project. Delivery of the Goods is required by *pre-delivery within thirty (30) days after the Issuance of Notice to Proceed and delivery and deployment is sixty (60) days after approval completion of Pre-Delivery deliverables*. Bidders should have completed, within *[insert relevant period]* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders). **(c/o TWG)**
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. *[Select this paragraph if conditions (a), (c), and (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 do not exist:]* Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *NDC Bids and Awards Committee (BAC) Secretariat* and inspect the Bidding Documents at the address given below during *office hours between 8:00 am to 4:00 pm from July 16-August 9, 2024 and 8:00 am to 12:00 nn of August 12, 2024*.

*7th Floor, NDC Building
116 Tordesillas Street, Salcedo Village
Makati City*

5. A complete set of Bidding Documents may be acquired by interested Bidders following the same schedule for the inspection of Bidding Documents from the stated address and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, to the NDC Cashier located at the 7th floor, NDC Building. The method of payment will be cash.

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

6. The National Development Company will hold a Pre-Bid Conference¹ on *July 31, 2024 at 10:00 o'clock in the morning* through video conferencing or webcasting *via Zoom*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the 7th Floor NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City on or before 1:00 pm on August 12, 2024 (7th Floor, NDC Clock). Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *August 12, 2024, 2:00 in the afternoon* at the given address below:

National Development Company
ABB Hall, NDC Building, 116 Tordesillas Street,
Salcedo Village, Makati City
bacsecretariatofficial@ndc.gov.ph

Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The *National Development Company* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

MR. JOHNIEREY A. CUETO

Head, BAC Secretariat
National Development Company
7th Floor, NDC Building, 116 Tordesillas Street,
Salcedo Village, Makati City
Tel. Nos.: (02) 8840-4838 to 47 local 232
Fax No.: (02) 8840-4862
E-mail Address: jacueto@ndc.gov.ph
NDC website: www.ndc.gov.ph

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

12. You may visit the following websites:

For downloading of Bidding Documents: *www.ndc.gov.ph*

July 16, 2024

(signed)
AGM LEOPOLDO JOHN F. ACOT
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *National Development Company* wishes to receive Bids for the *Procurement of a Provider to Supply and Deliver a Dedicated and Block Bandwidth Capacity to Include Installation of Required Equipment and Managed Service*, with identification number *Project Reference No. MR24-04-048*.

The Procurement Project (referred to herein as “Project”) is composed of One (1) Lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *NDC Corporate Operating Budget for year 2024* in the amount of *Twenty Million Dollars (\$ 20,000,000.00)*.

2.2. The source of funding is:

- a. GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is **not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on July 31, 2024 at 10:00 o'clock in the morning through Zoom video conferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the **IB**]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **Section VII 9(Technical Specifications)**.

13. Bid and Payment Currencies

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

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

- a. *US Dollar*

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. 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**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Similar project refers to Supply and Deliver a Dedicated and Block Bandwidth Capacity To Include Installation Of Required Equipment And Managed Services b. Universal internet subscription c. Subscription of Satellite Internet Access d. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<p>a. <i>Subcontracting is not allowed.</i></p>
12	<p>The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
13.2	<p>Payment of the contract price shall be made in:</p> <ul style="list-style-type: none"> a. US Dollar b. Philippine Peso (exchange rate based on the opening of bids)
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than _____ [<i>Indicate the amount equivalent to two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than _____ [<i>Indicate the amount equivalent to five percent (5%) of ABC</i>] if bid security is in Surety Bond.
19.3	<p>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:</p> <p style="text-align: center;">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.</p> <p>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.</p>

	<p>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.</p> <p>If the prospective bidder opts to submit a committed Line of Credit from Universal or Commercial Bank, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.</p>
20.1	<p>Certified True Copies of the following Class "A" Documents as supporting documents in Annex "A" of the PhilGEPS Registration Certificate (Platinum Membership):</p> <ul style="list-style-type: none"> i. Registration certificate from Securities and Exchange Commission(SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent documents; ii. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; iii. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and iv. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission v. National Telecommunications Commission (NTC) as a Value-added Service Provider - The Satellite Provider must be registered with the National Telecommunications Commission (NTC) as a Value-added Service as defined by NTC Memorandum Circular 02-05-2008. The Certificate of Registration must be valid during the duration of the contract. <p>Furthermore, in the case of a joint venture, at least one entity must be registered as value-added service providers and internet service providers.</p>
20.2	<p><i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.] (C/O Grant and Aldwin)</i></p>
21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.] (C/O Grant and Aldwin)</i></p>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

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

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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

Spare Parts –

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

Select appropriate requirements and delete the rest.

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

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

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

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

Section VI. Schedule of Requirements

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

Scope of Work	Deliverables	Delivery Period
Pre-Delivery	Submission of the following: <ol style="list-style-type: none"> 1. Inception Plan 2. FSA and Support Service Agreement 3. Project Management Plan 4. Access cards (lock and key) to Teleport NOC desk (Physical) 5. Remote Access credentials and licenses (username and password) to Dedicated Satellite Transponder Internet Bandwidth Facilities (Teleport) Documentation 	Within 30 days after the issuance of Notice to Proceed
Delivery and Deployment	Delivery of: <ol style="list-style-type: none"> 1. Dedicated Satellite Transponder Internet Bandwidth Activation and Security Measures 2. Earth Stations (Fixed and Mobile)* 3. Project Documentation <ol style="list-style-type: none"> a. Technical User Guide b. User Guide and Operations Manual 	60 days after approval completion of Pre-Delivery deliverables
	Deployment of Satellite Earth Station Transportation Service to the NDC's clients. Regional Offices and Delivery of Software and Product Warranty Support Certificate/Agreement	
	Testing and Acceptance of initial bandwidth requirement	30 days after deployment
Post-Delivery	Conduct of training	3 days after the completion of deliverables under the delivery and deployment phase
	Note: Three (3)-year Managed Services	Annual

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
	<p>Supply of Block Bandwidth Capacity and Very Small Aperture Terminal (VSAT) Terminals</p> <p>Provision of internet access using satellite technology to 400 locations to be identified by NDC’s client(s) using Very Small Aperture Terminal (VSAT) with the following specifications:</p> <ul style="list-style-type: none"> - DVB-S2 / DVB-S2X support up to 480 Mbps in the forward link 	

	<ul style="list-style-type: none"> - Supports DVB-S2X MODCODS up to 64APSK - Support multiple access techniques - Data Interface: One 10/100/1000 Mbps Ethernet - Protocols Supported: UDP, IPv4 & IPv6, ICMP, TCP, IGMPv1, IGMPv2, ARP, DHCP, DNS, NTP, BGP, NAT, DSCP 	
	<p>Location</p> <p>400 locations in areas in the Philippines to be identified by NDC's client(s).</p> <p>The specific locations will be based on demand to be determined by NDC's client(s). Hence, the Provider is expected to provide the necessary equipment in any identified location.</p>	
	<p>Download Data Rate</p> <p>30 Mbps Maximum Information Rate (Forward Link) throughput with a Committed Information Rate (CIR) of at least 5 Mbps per identified location.</p>	
	<p>Upload Data Rate</p> <p>10 Mbps Maximum Information Rate (Return Link) throughput with a Committed Information Rate (CIR) of at least 2 Mbps per identified location.</p>	
	<p>Data Allocation</p> <p>With unlimited data allocation and a maximum roundtrip latency of 650 ms between VSAT platform and remote terminal.</p>	

	<p>Bandwidth range</p> <p>The Provider must ensure that the network infrastructure can support a bandwidth range of between 1.4Gbps to 2.8Gbps.</p> <p>The Provider must provide proof of direct internet bandwidth such as IP Infrastructure Map showing capacity equivalent to or more than the required bandwidth.</p>	
	<p>Required Certifications and Licenses</p> <p>The Provider should provide the following documentation to support its satellite operations:</p> <ol style="list-style-type: none"> 1. At least 5-year Satellite Service Provider & Operation Certificate; 2. Valid Value Added Service Provider Certificate issued by the National Telecommunications Commission (NTC); and, 3. Any other document showing the satellite name, orbital slot, footprint, transponder description* and other necessary information, or proof that it can support the requirements of the project. <p>This documentation should be valid for the duration of the contract.</p> <p>*The Transponder description must show that the bandwidth currently operated or leased</p>	

	<p>must be equal or greater than link budget calculation results.</p> <p>Teleport Hub / Earth Station</p> <p>Provider must have at least one (1) teleport hub / earth station in the Philippines owned or leased by the Service Provider or Satellite Provider. It must have a primary Teleport with Uninterruptible Power Supply supporting the entire Hub/Baseband and redundant radio frequency (RF) System, power generator systems. For purposes of rain fade, a Diversity Teleport is located at least 50 circuit km away and connected to the Primary Teleport via Dark Fiber.</p> <p>The Provider shall also provide any form of documentation showing the efficiency with respect to the power of the satellite.</p> <p>Configuration</p> <p>Must be operating in Ka band configuration.</p> <p>Management of Services</p> <p>The Provider shall provide the Satellite Antenna, Transceiver, and Modem per location.</p> <p>The Customer/End-User must have its own Customer Premise Equipment (CPE) per location such as Satellite Antenna, Wireless Access Point, and Router/Switch, Modem to ensure that the service operates with at least 100 concurrent users per location.</p>	
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	<p>Modem specs</p> <p>A minimum of One (1) Port 10/100/1000 Base T R J-45 (Embedded).</p> <p>SNMP v2 Support.</p> <p>Web based local management.</p> <p>Remote Software Upgrades over the internet.</p> <p>Forward Channel should support DVB-S2X standard with ACM.</p> <p>Return Channel should support multiple access techniques standard with ACM.</p> <p>Return Channel should support modulations QPSK,8PSK up to 64APSK.</p> <p>Remote Access</p> <p>Remote Access – Shall provide NDC with remote access and monitoring capabilities of the network and the Wi- Fi Access Points.</p> <p>Monthly Reports</p> <p>The Provider shall provide monthly reports to NDC and/or its end users that show the measured bandwidth, utilization, incoming and outgoing traffic, number of clients connected, uptime and downtime per location per month, and availability reports.</p> <p>The Provider must provide that the site is compliant with the Committed Information Rate (CIR) internet bandwidth per location.</p>	
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<p>Required Personnel</p> <p>The Provider shall assign at least one (1) Technical Account Manager to NDC and/or its end users to facilitate coordination and issue resolution.</p> <p>Note: Provider will provide the end user with ticket portal access to issue trouble ticket.</p> <p>Provisioning of Support Services</p> <p>The Managed Service Provider shall be able to provide 24/7 support services to NDC and/or its end users.</p> <ol style="list-style-type: none"> 1. The Provider must have dedicated personnel monitoring the uptime of internet and WIFI access points; 2. The Provider shall provide NDC and/or its end user with implementation timeline weekly and request for access pass in every location in the form of Work Endorsement Requests. Installation shall not proceed without the acknowledgement and supervision of , NDC, and upon resale, its end user. 3. The Provider must address every incident encountered by both NDC and its end user promptly and accordingly per the following Service Level Agreement (SLA): <p>FIRST LEVEL</p> <ol style="list-style-type: none"> 1. The Provider must initiate remote support to be provided within (1) hour up to two (2) hours from when the issue was first reported; provided that this time frame shall apply only if remote 	
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	<p>assistance is feasible and if communication with the location's authorized person or officer on-site is possible in order to coordinate the remote support.</p> <p>2. The Provider must provide on-site support at the remote location if the issue has not been resolved within the first forty-eight (48) hour period upon discovery; provided that this time frame shall not apply for island locations or restricted sites/areas.</p> <p>3. The Provider must provide a ticket-based reporting for every incident to track the event reported. A ticket portal access must be given to issue the trouble ticket when a case is raised by NDC or its end user and should only be closed once the event is resolved, accompanied by the reason and the steps taken to resolve the issue.</p> <p>SECOND LEVEL</p> <p>1. The Provider must provide needed repair services and parts replacement services within a seventy two (72) hour period upon discovery; provided that this time frame shall not apply for island locations or restricted sites/areas.</p> <p>2. The Provider must provide configuration or reconfiguration services when needed.</p>	
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<p>Service Level Agreement</p> <p>A. CONNECTIVITY</p> <p>1. The Service Level Agreement (SLA), including Satellite Capacity, Teleport, VSAT hub, and IP Transit, must be maintained at ninety-nine percent (99%) availability per annum.</p> <p>B. MONITORING</p> <p>1. Must include 24/7 support with proactive monitoring.</p> <p>The NDC shall be entitled to a rebate on service credits in the year immediately following the Outage Year if downtime has been experienced.</p> <p>In the event of downtime, the Provider shall issue Service Credits depending on the duration of downtime.</p> <p>For the avoidance of doubt, the outage credit may be computed using the following example:</p> <p>For 185 hours of outage, Total Credit = 1 x 185, or equivalent to 185 hours at the ordered Mbps throughput to be delivered free of charge over the next year.</p> <p>Service credits shall be in the form of additional bandwidth at the end of the Minimum Service Term equivalent to the amount of outage time corresponding to the relevant Cumulative Outage</p>	
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<p>Time, such value of outage time to be calculated using the pricing applicable to the Outage Year. The end date of the Service shall be extended accordingly.</p> <p>No outage or service credit shall apply in instances where a (remote or other) location's authorized host or operator (e.g. a Barangay Captain, or local official, or regional government office, etc.), may or shall implement a policy of "turning off" the provided connection in the evening hours, or on holidays, or the like, or some incident or event fortuitously occurs outside of the control or authority of the Provider, such as a power outage, flooding, et.al.</p> <p>Service Level Agreement Exclusions</p> <p>The following shall not be counted as instances of downtime subject to credits:</p> <ol style="list-style-type: none"> 1. Unavailability of Services during scheduled maintenance windows, emergency maintenance, or other instances of downtime previously allowed by NDC or its end user. 2. Downtime caused by failures in components, third party systems that are not part of the Supplier's coverage; 3. Downtime resulting from modifications to or changes in the system, database, application code, or other code not covered by the service provider, 4. Any availability or outage impact on NDC or its end user's end (e.g. security breaches or 	
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	<p>compromised service credentials;</p> <p>5. Downtime associated with improper use of services (e.g. credentials, call sequence, and method formats)</p> <p>6. Any downtime resulting from acts of omissions of NDC, its end users, any person acting on their behalf, or any third party not under the direct control or responsibility of the service provider,</p> <p>7. Any service outage due to for majeure. However, the service must be restored within seventy-two (72) hours after the incident occurred and must be properly documented. Any outages exceeding the 72 hour period shall be considered as chargeable rebates, unless otherwise justified with proper documentation and confirmed by the Head of Procuring Entity (HoPE).</p> <p>Security</p> <p>The Provider shall provide appropriate security measures and proactive solutions against attacks and malicious activities transiting through their and their end users' network:</p> <p>The Provider shall have security proliferation to filtering the websites provided by NDC and/or its end users which blocks of security threats including malware, phishing, crypto mining and Botnet command and control attacks/callbacks, as part of compliance to Republic Act 10175 or the "Cybercrime Prevention Act of 2012".</p>	
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The Provider shall have a child online protection system to filtering the websites provided by NDC and/or its end users, which can block child abuse related content such as, but not limited to, pornography and proxies, in compliance to Republic Act 9775 or the “Anti-Child Pornography Act of 2009” and RA7610 or “Special Protection of Children Against Abuse, Exploitation and Discrimination Act” and Circular No. 15, s. 2020, which prescribes the Child Online Safeguarding Policy for the Program.

The Provider shall provide provision for blacklisting and whitelisting provided by NDC and/or its end users, and integrating the lists such as those maintained by the BPJM of Germany, Internet Watch Foundation (www.iwf.org.uk), and the Philippine Government.

Quality of Service

The Provider shall provide policy or standards in network optimization. Must be able to provide prioritization of internet traffic between clients or applications based on Differentiated Services Code Point (DSCP) provided by NDC.

The Provider must ensure and maintain monthly, the required bandwidth deliverable.

Managed Service Monitoring

The provider shall provide NDC and/or its end users with access account that shows a dashboard for quick status check and easier visualization of status

<p>including but not limited to bandwidth allocation, traffic, performance, availability, and utilization:</p> <p>Must be capable of at least six (6) months of data retention for recovery and backtrack monitoring, commencing from the end of the service contract term. The NDC and/or its end users must be allowed data recovery even after the service contract term expires.</p> <p>Dedicated Virtual Network Operator (VNO) for the VSAT network only.</p> <p>The Network Management System (NMS) should be implemented behind a Firewall ensuring that no one other than authorized personnel, can access the network by accessing the NMS.</p> <p>The Managed Service Monitoring should be accessible by the NDC and/or end-user personnel for online monitoring of remote sites and for viewing the reports related to remote usage, performance, uptime and other reports as may be required by the NDC or end-user.</p> <p>Captive Portal</p> <p>If the end-user intends to utilize NDC's or End-User's Captive Portal – it shall require the Managed Service Provider to integrate and interoperate with the NDC's or End-User's Core Network Service(s) (such as via RADIUS).</p> <p>If the end-user intends to utilize NDC or End-User's Captive Portal - All Access</p>	
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points should be integrated to the NDC's Captive portal via RADIUS.

If the end-user intends to utilize NDC or End-User's Captive Portal – NDC or end-user must give the Managed Service Provider the IP address of the RADIUS server and IP address or ULR of captive portal. The Managed Service Provider will also configure their respective AP accordingly.

IP addressing/network design of the Managed Service Provider must be approved by NDC prior to the implementation to avoid IP conflict/duplication to the existing NDC IP addressing/network).

Managed Service Providers Captive Portal - Shall require the Service Provider to provide a customizable captive portal service (such as Landing Page, Authentication, Redirection, End-user License Agreement, Acceptable use Policy).

Captive Portal Service format, layout, and design must be approved by the NDC or End-user.

The portal shall have a landing page with response time of 10 seconds or less.

Signages

Each location shall be provided a sign, no less than A1 in size of print, compliant to the Communications Standards and Protocols to be prescribed by the NDC's client that shall bare the contact information, how to connect and other necessary information to be provided by

<p>the NDC's clients. This includes installation.</p> <p>Relocation</p> <p>In an event that locations / sites need to be relocated due to reasons such as, but not limited to; site conditions, renovation, and approved end-user request, the Service provider shall perform a relocation without any extra cost to the Procuring Entity.</p> <p>The relocation upon the request of the NDC or End-User procuring entity shall be the responsibility of the Service Provider. Such relocation shall be completed within a 14-day period provided with proper documentation. Beyond the 14-day period shall be charged as rebates; provided this time frame shall not apply for islands and restricted area/s.</p> <p>The relocation shall be limited to 20% of the total number of locations in the contract. The new locations should be within the boundaries of the original site's barangay.</p> <p>Testing and Acceptance</p> <p>NDC and its End-Users reserve the right to test the service and accept or reject any or all the delivered equipment and/or service not in accordance with the technical specifications.</p> <p>The Provider shall conduct testing and acceptance activity which shall be in accordance with the content of the Acceptance Documents provided by NDC or its end users.</p>	
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<p>The User and Acceptance Test shall be conducted by the authorized representatives from NDC's clients. or its end user and the Provider.</p> <p>It shall accommodate at least two (2) representatives from DICT, including but not limited to transportation, meals, accommodation.</p> <p>Test results such as iPerf, speed test, or any similar bandwidth measurement tools shall be used as proof that the supplied bandwidth is compliant with the required deliverable and is an acceptable requirement for acceptance.</p> <p>Testing and acceptance shall be done per identified location</p> <p>The Provider shall furnish a Service Acceptance Report to be approved by NDC, DICT, or the end user, certifying that the service is already available and conforms with the specifications.</p> <p>The Provider shall submit together with the Service Acceptance Report the raw (unedited) video recording that shows the following in sequence (if applicable):</p> <ol style="list-style-type: none"> 1. Façade of the building that shows the identity of the building/location. 2. Walkthrough video of all the installed devices/equipment in the location; 3. Video recording showing GPS location (screen recording is not allowed) 4. Video recording of the testing of internet service (e.g. 	
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<p>Vendor speed test platform, appropriate testing app etc.) Note: Screen recording is not allowed.</p> <p>Training and Knowledge Transfer</p> <p>1. The SUPPLIER shall conduct a knowledge transfer on configuration, administration, service monitoring, and troubleshooting. The attendees shall be those nominated by NDC.</p> <p>2. At a minimum, the knowledge transfer session must include the following:</p> <p>a. Conventional or virtual training – presentation of designs, equipment, functionality, backup systems, troubleshooting, operations, and maintenance.</p> <p>b. Installation walk-through – Physical inspection of any installed equipment and devices, operation demonstration, such as but not limited to the creation of user accounts, settings, and basic configurations.</p> <p>c. Capacity Building – Training designed for administrators and end-users of the Service Monitoring, when required or requested by the said end-users, to ensure acceptable availability of the services and prompt response as needed.</p> <p>Sales, Marketing, and Customer Support Team</p> <p>1.1. The SUPPLIER shall assign a focused Sales,</p>	
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	<p>Marketing, and Customer Support Team who shall be:</p> <ol style="list-style-type: none"> 1. Responsible for the relationship management with NDC's end-users; 2. Primary contact of the end-users on queries related to the service set-up and maintenance and to the general project management; 3. Responsible for establishing a regular and mutually agreed alignment meeting with the end-user and relevant project and account stakeholders with the goal of ensuring that project milestones are met and that concerns and/or issues of the end users and/or the operational teams are communicated, discussed and resolved in a timely and amicable manner. <p>Other Requirements</p> <p>The Managed Service Provider shall provide the necessary hardware, termination, cable, communication box and other services required to set up the internet connection.</p> <p>The Managed Service Provider shall be responsible for the coordination and acquisition of additional contact person and details as necessary and processing of any permits and other documentations for the survey and installation.</p> <p>The NDC shall provide reasonable assistance to the Managed Service Provider:</p>	
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	<p>Initial acquisition of contact persons and details; and,</p> <p>Acquisition of verbal agreement, conforme and/or Memorandum of Agreement for the survey and installation.</p>	
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Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class “B” Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

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

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

