

## BID BULLETIN NO. 2

### PROCUREMENT OF A PROVIDER TO SUPPLY AND DELIVER A DEDICATED AND BLOCK BANDWIDTH CAPACITY TO INCLUDE INSTALLATION OF REQUIRED EQUIPMENT AND MANAGED SERVICES (PROJECT REFERENCE NO. MR24-04-048)

Please be advised of the following queries and clarifications raised during the Pre-Bid Conference held on July 31, 2024:

- **When a local supplier forms a joint venture with a foreign supplier to participate in competitive bidding, the following requirements must be met according to the Implementing Rules and Regulations (IRR) of Republic Act No. 9184:**
  1. **Filipino Ownership:** The joint venture must have at least 60% Filipino ownership. This means that the local partner must hold a majority stake in the joint venture.
  2. **Joint Venture Agreement (JVA):** A valid Joint Venture Agreement must be submitted. If the joint venture is already established, the JVA should be included in the bid. If it is not yet established, notarized statements from all potential partners indicating their intention to form a JVA upon winning the bid must be provided.
  3. **Eligibility Documents:** Each partner in the joint venture must submit their respective eligibility documents, including:
    - PhilGEPS Certificates of Registration.
    - Financial documents such as audited financial statements.
    - A statement of ongoing contracts and completed contracts.
  4. **Single Largest Completed Contract (SLCC):** The joint venture must have completed an SLCC that is similar to the contract being bid, with a value of at least 50% of the Approved Budget for the Contract (ABC).
  5. **Net Financial Contracting Capacity (NFCC):** The NFCC of the joint venture must be at least equal to the ABC. This is calculated based on the current assets and liabilities of the joint venture partners.
  6. **Compliance with Local Laws:** The joint venture must comply with all applicable laws and regulations in the Philippines, including obtaining the necessary licenses to operate.

These requirements ensure that the joint venture operates within the legal framework and promotes local participation in government procurement processes.

- **Eligibility Requirements for Foreign Bidder:**

The eligibility requirements for foreign bidders participating in competitive bidding are outlined in the revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184:

1. General Eligibility: Foreign bidders may participate in the procurement of goods:

- When provided for under any treaty or international or executive agreement.
- When the foreign supplier is a corporation or association from a country that grants reciprocal rights or privileges to Filipino citizens or corporations.
- When the goods sought to be procured are not available from local suppliers.
- When there is a need to prevent situations that defeat competition or restrain trade.

2. Single Largest Completed Contract (SLCC): The bidder must have completed an SLCC that is similar to the contract being bid, with a value of at least 50% of the Approved Budget for the Contract (ABC).

3. Net Financial Contracting Capacity (NFCC): The computation of the bidder's NFCC must be at least equal to the ABC to be bid. This is calculated based on the bidder's current assets and liabilities.

4. Documentation Requirements:

- All eligibility documents must be submitted in English. If any documents are in a foreign language, they must be accompanied by a certified translation.
- For countries that are parties to the Apostille Convention, documents must be authenticated through an **apostille**.

5. Joint Ventures: Foreign bidders can form joint ventures with local contractors, but the foreign partner's ownership must not exceed 25% unless specific conditions regarding technology and expertise are met.

- **Clarification on the NFCC:**

According on Sec. 23.4.1.4 of Revised Implementing Rules and Regulations of R.A. 9184:

The computation of a bidder's NFCC 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.

- **They also asked if, in the absence of the Annual Financial Statement (AFS), the NDC has a specific format for a bank guarantee that can be used. And a follow question, if the NDC have an own terms and conditions to the said guarantee.**

- BAC response, the prospective bidder may submit a line of credit from a Universal or Commercial bank, in lieu of the NFCC computation. See Annex "A" for the prescribed format for a bank guarantee.

- **Payment Milestone of the project:**

Scope of Work	Deliverables	Delivery Period
Pre-Delivery	Submission of the following: 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	15%
Delivery and Deployment	Delivery of: 1. Dedicated Satellite Transponder Internet Bandwidth Activation and Security Measures 2. Earth Stations (Fixed and Mobile) 3. Project Documentation a. Technical User Guide b. User Guide and Operations Manual	35%
	Deployment of Satellite Earth Station Transportation Service to the NDC's clients. Regional Offices and Delivery of Software and Product Warranty Support Certificate/Agreement	25%
	Testing and Acceptance of initial bandwidth requirement	10%
Post-Delivery	Conduct of training	5%
	Note: Three (3)-year Managed Services	10%

- **Prescribed forms used for the Opening of Bids and Eligibility Requirements: See attached "Annex B".**

- Bid Form for the Procurement of Goods
- Price Schedule for Goods Offered from Abroad
- Price Schedule for Goods Offered from Within the Philippines
- Bid Securing Declaration Form
- Statement of All 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
- Statement of Single Largest Completed Contract (SLCC)

- **See attached Annex "C" for the Amendment of Special Conditions of the Contract.**

**Reminder:**

- ⊕ Copies of Documents to be submitted:
  - A. One (1) set original copy (Technical and Financial Documents)
  - B. Two (2) sets of duplicate copies (Technical and Financial Documents)
  - C. One (1) scanned copy in pdf format (password protected) of Item A.
  
- ⊕ Bidders must also provide a soft copy of the Detailed Financial Bid in **Microsoft Excel** format showing the formula used in the computation of the costs.
  
- ⊕ The **USB** containing the soft copy of the detailed financial bid should be enclosed in the financial envelope.
  
- ⊕ Deadline of submission of bid will be on August 12, 2024 at 1:00 pm (7<sup>th</sup> floor NDC clock) on the 7<sup>th</sup> floor NDC Building. **Late bids will not be accepted.**

For further inquiries, you may coordinate with our Bids and Awards Committee Secretariat at 8840-4838 loc. 224.

This **BID BULLETIN No. 2** is issued this 5th day of August 2024 for guidance and information of all concerned.

370  
**AGM LEOPOLDO JOHN F. ACOT**  
Chairperson  
Bids and Awards Committee

## ANNEX "A"

[Bank Letterhead]

Date: [Insert Date]

To: [Procuring Entity Name]  
[Procuring Entity Address]  
[City, State, Zip Code]

Subject: Bank Guarantee

We, [Bank Name], located at [Bank Address], hereby issue this guarantee in favor of [Procuring Entity Name] for the account of [Bidder's Name], whose registered office is located at [Bidder's Address].

1. Guarantee Amount:

We guarantee the payment of [Amount in Words] ([Amount in Numbers]), which is [percentage]% of the total contract price, as required under the bidding documents.

2. Purpose of Guarantee:

This guarantee is issued to secure the obligations of [Bidder's Name] under the contract to be entered into with [Procuring Entity Name] in connection with [Project Name/Description].

3. Validity:

This guarantee shall remain valid until [Insert Expiration Date], and shall be automatically extended for any additional period as may be required by [Procuring Entity Name].

4. Payment on Demand:

In the event that [Bidder's Name] fails to fulfill its obligations under the contract, we shall pay the guaranteed amount to [Procuring Entity Name] upon receipt of a written demand, without any need for further proof of default.

5. Governing Law:

This guarantee shall be governed by and construed in accordance with the laws of [Insert Jurisdiction].

6. Confirmation:

This guarantee is issued subject to the terms and conditions set forth herein and is confirmed by [Local Universal or Commercial Bank Name] as required.

Sincerely,

[Authorized Signature]  
[Name of Authorized Signatory]  
[Title]  
[Bank Name]  
[Contact Information]

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

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**BID FORM**

Date : \_\_\_\_\_  
 Project Identification No. : \_\_\_\_\_

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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

Name and address of agent	Amount and Purpose of Commission or gratuity
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*(if none, state "None") ]*

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8)	Total Price delivered Final Destination  (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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 OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee

(BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

***[Jurat]***

*[Format shall be based on the latest Rules on Notarial Practice]*

**Statement of All 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**

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Contract and Value of Outstanding Contract	a. Date of Contract b. Duration of the Contract c. Expected Date of Completion
<b>Ongoing</b>				
<b>Contracts Awarded But Not Yet Started</b>				

Note: Use additional sheets if necessary.

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

## Statement of Single Largest Completed Contract (SLCC)

(Similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be at least fifty percent (50%) of the ABC)

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Completed Contract	a. Date of Contract b. Duration of the Contract c. Date of Contract Completion	Certificate of Completion issued by the client or official receipt(s) for the SLCC

Note: Attach Certificate of Satisfactory Completion issued by the client or Official Receipt or Sales Invoice issued for the contract or any equivalent documents.

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> "The delivery terms applicable to the Contract are DDP delivered <i>National Development Company</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>National Development Company</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>Department Manager Joyce Ann S. Azurin</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided</li> </ol>



	<p>that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b> Not Applicable</p>
	<p><b>Packaging –</b> Not Applicable</p>
	<p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p>



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

2.2 “The terms of payment shall be as follows:

Scope of Work	Deliverables	Delivery Period
Pre-Delivery	Submission of the following: 6. Inception Plan 7. FSA and Support Service Agreement 8. Project Management Plan 9. Access cards (lock and key) to Teleport NOC desk (Physical) 10. Remote Access credentials and licenses (username and password) to Dedicated Satellite Transponder Internet Bandwidth Facilities (Teleport) Documentation	15%
Delivery and Deployment	Delivery of: 4. Dedicated Satellite Transponder Internet Bandwidth Activation and Security Measures 5. Earth Stations (Fixed and Mobile) 6. Project Documentation c. Technical User Guide d. User Guide and Operations Manual	35%
	Deployment of Satellite Earth Station Transportation Service to the NDC's clients. Regional Offices and Delivery of Software and Product Warranty Support Certificate/Agreement	25%
	Testing and Acceptance of initial bandwidth requirement	10%
Post-Delivery	Conduct of training	5%
	Note: Three (3)-year Managed Services	10%

4 Testing and Acceptance

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.

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.

The User and Acceptance Test shall be conducted by the authorized representatives from NDC's clients. or its end user and the Provider.

It shall accommodate at least two (2) representatives from DICT, including but not limited to transportation, meals, accommodation.

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.

Testing and acceptance shall be done per identified location

	<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>
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The Provider shall submit together with the Service Acceptance Report the raw (unedited) video recording that shows the following in sequence (if applicable):

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. Vendor speed test platform, appropriate testing app etc.) Note: Screen recording is not allowed.