# PHILIPPINE BIDDING DOCUMENTS

Supply, Delivery, Installation and Provisioning of 350Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission (PCC)

IB No. 2022-EPA-0001

Government of the Republic of the Philippines

Philippine Competition Commission

# **Preface**

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

# **Table of Contents**

Glossa	ary of Acronyms, Terms, and Abbreviations	4
Sectio	n I. Invitation to Bid	7
Sectio	n II. Instructions to Bidders	11
1.	Scope of Bid	
2.	Funding Information	
3.	Bidding Requirements	12
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5.	Eligible Bidders	12
6.	Origin of Goods	13
7.	Subcontracts	13
8.	Pre-Bid Conference	13
9.	Clarification and Amendment of Bidding Documents	14
10.	Documents comprising the Bid: Eligibility and Technical Components	14
11.	Documents comprising the Bid: Financial Component	14
12.	Bid Prices	14
13.	Bid and Payment Currencies	15
14.	Bid Security	15
15.	Sealing and Marking of Bids	16
16.	Deadline for Submission of Bids	16
17.	Opening and Preliminary Examination of Bids	16
18.	Domestic Preference	16
19.	Detailed Evaluation and Comparison of Bids	16
20.	Post-Qualification	17
21.	Signing of the Contract	17
Sectio	n III. Bid Data Sheet	18
Sectio	n IV. General Conditions of Contract	20
1.	Scope of Contract	21
2.	Advance Payment and Terms of Payment	21
3.	Performance Security	21
4.	Inspection and Tests	21
5.	Warranty	22
6.	Liability of the Supplier	22
Sectio	n V. Special Conditions of Contract	23
	n VI. Schedule of Requirements	
	n VII. Technical Specifications	
	n VIII. Checklist of Technical and Financial Documents	

# 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



Vertis North Corporate Center I,
 North Avenue, Quezon City 1105
 www.phcc.gov.ph
 queries@phcc.gov.ph
 (+632) 8771 9722
 (+632) 8771 9713

# INVITATION TO BID FOR

# Supply, Delivery, Installation and Provisioning of 350 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission (PCC)

- 1. The *Philippine Competition Commission (PCC)*, through the *FY 2022 National Expenditure Program (NEP)* intends to apply the sum of *Two Million Three Hundred Thousand Pesos (Php 2,300,000.00)* being the ABC to payments under the contract for *Supply, Delivery, Installation and Provisioning of 350 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission (PCC) under <i>Invitation to Bid (IB) No. 2022-EPA-0001*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *PCC* now invites bids for the above Procurement Project. Delivery of the Goods is required by *Forty-five* (45) calendar days from the receipt of Notice to Proceed. Bidders should have completed a contract similar to the Project from the date of submission and receipt of bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from *PCC* and inspect the Bidding Documents at the address given below during *office hours from 8:00 A.M. to 5:00 P.M. (Monday through Friday)*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 12 October 2021 from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB and internal issuance of PCC Bids and Awards Committee (PBAC), in the amount of Three Thousand Pesos (PhP3,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

- 6. The *PCC* will hold a Pre-Bid Conference on *20 October 2021, 2:00PM* the given address below or through Microsoft Teams teleconference which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through *IB No. 2022-EPA-0001* on 03 November 2021, 12:00NN at 25<sup>/F</sup> Vertis North Corporate Center 1, North Avenue, Quezon City or via e-bid submission through this link: <a href="https://pccgov.sharepoint.com/sites/E-BIDSubmission">https://pccgov.sharepoint.com/sites/E-BIDSubmission</a>. 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 *03 November 2021, 1:30PM* at the given address below or through Microsoft Teams Teleconference. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. Bids submitted through online submission must be in a compressed and password protected zip folder. The individual files inside the folder must also be password protected.
- 11. The *PCC* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

#### THE SECRETARIAT

Bids and Awards Committee Philippine Competition Commission 25F Tower 1, Vertis North Corporate Center, North Avenue, Quezon City

Telephone No.: (02) 771-9722 local 204

e-mail: procurement@phcc.gov.ph or rrvillanueva@phcc.gov.ph

# 13. You may visit the following websites:

For downloading of Bidding Documents:

https://www.phcc.gov.ph/procurement/request-for-quotation-expression-of-interest-invitation-to-bid/

For online bid submission: <a href="https://pccgov.sharepoint.com/sites/E-BIDSubmission">https://pccgov.sharepoint.com/sites/E-BIDSubmission</a>

12 October 2021



JESON Q. DE LA TORRE

Chairperson, PCC Bids and Awards Committee

,

# Section II. Instructions to Bidders

# 1. Scope of Bid

The Procuring Entity, *Philippine Competition Commission* wishes to receive Bids for the *Supply, Delivery, Installation and Provisioning of 350 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission (PCC)* with identification number *IB No. 2022-EPA-0001*.

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 2022 in the amount of *Two Million Three Hundred Thousand Pesos (PhP2,300,000.00)*.
- 2.2. The source of funding is the *FY 2022 National Expenditure Program (NEP)*

## 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 exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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 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 Subcontracting is not allowed.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

# 9. Clarification and Amendment of Bidding Documents

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

### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed 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, exwarehouse, 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 (Technical Specification).

### 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 Philippine Pesos.

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

<sup>&</sup>lt;sup>1</sup> 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 (1) original and two (2) copies 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 one project having one lot and 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

20.1. 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

# **Bid Data Sheet**

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Supply, Delivery, Installation and Provisioning of 350 Mbps Direct Fiber Bonded Internet Connection Service
	b. completed prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	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.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than <i>Forty-Six Thousand Pesos</i> ( <i>Php46,000.00</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 <b>One Hundred Fifteen Thousand Pesos</b> ( <i>PhP115,000.00</i> ) if bid security is in Surety Bond.
19.3	Please refer to the attached Terms of Reference
20.2	Not Applicable.
21.2	Not Applicable.

# Section IV. General Conditions of Contract

### 1. Scope of Contract

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

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

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

# 2. Advance Payment and Terms of Payment

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

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 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

**Special Conditions of Contract** 

Special Conditions of Contract		
GCC Clause		
1	Delivery and Documents – 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:	
	"The delivery terms applicable to this Contract are delivered to <i>PCC</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."	
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).	
	For purposes of this Clause the Procuring Entity's Representative at the Project Site are the End-User of project proponents.	
	Incidental Services –	
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:	
	<ul> <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> </ul>	
	<ul> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>	
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.	
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.	
	Spare Parts –	

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

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

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

#### Packaging -

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

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

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

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

Any relevant HAZCHEM classifications

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

#### Transportation -

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

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

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

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.

#### **Intellectual Property Rights –**

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

- 2.2 Partial payment is not allowed.
- 4 Please refer to attached Terms of Reference.

# 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.

(Please see attached Terms of Reference)

# Section VII. Terms of Reference

#### TERMS OF REFERENCE

Supply, Delivery, Installation and Provisioning of 350 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission (PCC)

#### I. RATIONALE:

One of the major requirements of the Philippine Competition Commission is the availability of internet facility that has efficient capability to access electronic data and information from different sources. The Commission has subscribed to online libraries and Office 365, which are cloud-based office applications and other productivity services that are enabled over the internet – applications under subscription include Jstor, EuroMonitor, CDAsia Online, The Economist, PaRR, eSCRA, Adobe, Microsoft Office 2016, Teams, Yammer, Planner, OneDrive, SharePoint, Skype for Business, Cloud-Based Anti-Virus and Email Syncing using IMAP connection, etc., which heavily uses internet bandwidth.

In addition, the Information and Communications Technology Division (ICTD) has adjusted and adopted best practices to support / enable business continuity such as:

- a. Development of systems and/or automation of core business process
  - MOA E-Notification
  - PCC E-Health Declaration Form
  - PCC E-Bid Submission
  - PCC Enforcement Resource Page
  - COVID-19 Complaint Portal
  - COVID-19 Anti-Competitive Reports Monitoring and Management Dashboard
- b. Network infrastructure improvement for online access to internal support systems (HRIS, AMS, MPRS, MRRS, PMS, IIMA), and
- c. Enhancement of cloud security incident monitoring and management

Considering the above, it is deemed necessary to enhance the existing internet connection through a bonded internet connection service which is reliable, efficient and cost effective.

#### II. OBJECTIVES:

- 1. Provide reliable and efficient internet connection to access PCC electronic data and information;
- 2. Access cloud-based office applications and other productivity services that are enabled over the internet; and
- 3. Provide connections to endpoints, servers and network devices for security and other related firmware updates.

#### III. SCOPE OF WORK:

- a. The project covers the supply, delivery, installation, and provisioning of 350 Mbps Bonded Internet Connection Service;
- b. Engagement of the service will be twelve (12) months from 01 January to 31 December 2022:
- c. Provision of 350 Mbps bonded internet connection sourced from two (2) different independent internet service providers (ISPs), distributed at 50:50 ratio (active-active) of the required speed;
- d. Provision of layout plan (vertical and horizontal) which must be submitted and approved by Vertis North Corporate Center (VNCC) Tower 1 Administration:
- e. Provision of horizontal and vertical cabling requirement at no additional cost. PCC office is located at 25<sup>th</sup> Floor, Tower 1, Vertis North Corporate Center, North Avenue, Quezon City.
- f. If needed, coordinate with VNCC and Estate Management for manhole opening within the area of jurisdiction of Tower 1;
- g. Apply all necessary permits with Quezon City Government, VNCC and Estate Management;
- h. Provision of necessary hardware, terminations and other services required to setup the internet connection;
- i. Provision of monthly utilization graphs and/or MRTG tool for monitoring link quality and bandwidth utilization;
- j. Delivery of an IPV6 ready and/or compliant connection;
- k. Provision of 24X7 support services;
- 1. Provision of diagnostic reports and updates in case of connection failure; and
- m. Provision of Service Level Agreement which defines parameters of rebates for non- performance, etc.

#### IV. INFORMATION SECURITY AND NON - DISCLOSURE AGREEMENT

To ensure protection of PCC assets, the Internet Service Provider (ISP) are expected to observe and abide by the established PCC Information Security Management System (PCC ISMS) and shall agree to sign a non-disclosure agreement.

All data, documents, records, configuration files, and metadata (collectively "Information") to be provided to the ISP for purposes of delivering the services are considered confidential information and shall remain the sole property of PCC. The ISP shall acknowledge the importance of maintaining security and confidentiality of the Information and agree to prevent unauthorized transfer, disclosure, or use of this Information by any third person or entity. The ISP shall not use the Information for any purpose other than in connection with the Services. The ISP shall ensure that it will not retain, after completion of the Services with which the Information was provided, all or any portion of the Information, in any manner whatsoever.

#### V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **Two Million Three Hundred Thousand Pesos Only** (**Php. 2,300,000.00**), from January to December 2022, inclusive of all applicable government taxes and service. The contract price shall include all the costs and profits arising from the or in relation to the services rendered in connection with the engagement and until the end of the contract.

If the project will not be implemented on 01 January 2022, a pro-rated contract cost shall be made from the date of effectivity of the contract until 31 December 2022.

# VI. QUALIFICATION OF THE SUPPLIER:

The Internet Service Providers should be legally registered in PhilGEPS and has secured a BIR Tax Certificate and/or Clearance, and duly registered with DTI/SEC/CDA to be eligible to submit bids. Similarly, the Internet Service Providers should have the following minimum qualifications:

- a. Should be an experienced internet service provider with at least five (5) years of experience in internet service provisioning.
- b. Submit the list of identified certified engineers and/or technicians that will be involved in the internet provisioning with signed Curriculum Vitae, reflecting at least three (3) years of experience working in a similar field of engagement.
- c. Should submit copies of client's satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients for the last five (5) years, with similar contracts. Similar contracts shall refer to Supply, Delivery, Installation and Provisioning of at least 350 Mbps Direct Fiber Bonded Internet Connection Service.

The pertinent documents to support the above-mentioned qualifications shall be part of the bid submission.

#### VII. TECHNICAL SPECIFICATIONS:

- a. Must submit detailed work plan specifying design, installation activities, connectivity diagram from end-user premises up to the last mile and timeliness and must be approved by VNCC.
- b. Minimum and/or equivalent functional requirements, technical specifications, features, characteristics and numbers:

Parameters	Evaluation Parameter

1. Setup a dedicated direct Internet connection at the PCC  Must be sourced from two (2) independent/	350 Mbps Committed Information Rate (CIR) full bandwidth
different ISPs provisioned at a 50:50 ratio (active-active)	
2. Provide and configure redundant bandwidth manager appliance or any WAN bonding equipment and must be configure for high availability configuration	Configured equipment
3. Provide and configure redundant routing equipment compatible with bandwidth manager and must be configured for high availability configuration	Configured Equipment
4. If applicable, provide and install Fiber Optics Media Converter at both ends of the internet connections	Fiber Optics Media Converter
5. Assign Public Internet Protocol (IP) Addresses to PCC	Provision of at least 20 usable Public IP Addresses
	Public IP Address must be sourced from the two ISP providers
6. Provide Domain Name Server (DNS) reverse- lookup for entries with the assigned classless network	Reliable DNS reverse-look up
7. Provide reliable Forwarding and Secondary DNS	Reliable forward and Secondary DNS
8. If applicable, provide the Termination Block from end-user to last mile connection	Install termination block
9. Availability and Quality of Connection	Not less than 96% link uptime in a month
10. Latency (Delay)	Not more than 80 milliseconds average round trip from PCC to ISP port
	Not more than 170 milliseconds average round trip from ISP port to US/International port
11. Provide single point of contact for customer support in both areas of network connectivity and Internet access escalation procedure	Single point of contact for customer support

12. Submit Access/usage reports		Monthly Report
13. Provide proactive notice of scheduled		Not less than 7 days
downtimes or service interruption		
14. Render customer service support		24 hours x 7 days
15. Provide "Performance Credit" or rebate in the		Performance Credit
Service Level Agreement (SLA)		
16. Provide detailed Work Plan		Detailed work plan

#### VIII. DUTIES AND RESPONSIBILITIES OF THE SUPPLIER:

#### **Schedule of Requirements:**

Complete the Supply, Delivery, Installation and Provisioning of 350 Mbps Bonded Internet Connection within forty-five (45) calendar days from the receipt of Notice to Proceed.

#### **Installation and Configuration:**

- a. Provide materials needed, which includes provision of cables, cable runners and insulation, braces, etc. using industry standard materials;
- b. Provide, install and configure Bandwidth Manager Appliance or WAN bonding equipment with redundancy.
- c. Configure the 350 Mbps Direct Fiber Bonded Internet Connection and integrate it to the PCC's existing network;
- d. Assign at least 20 usable hosts Public Internet Protocol (IP) Addresses;
- e. Provide DNS reverse lookup for entries with the assigned classless network; and;
- f. Provide reliable forwarding and secondary DNS.

#### **Testing:**

- a. The selected service provider shall notify the PCC seven (7) days prior to required testing of the connection;
- b. Testing period will be undertaken for a period of five (5) days with no service interruption;
- c. The 350 Mbps Internet Connection speed must be attained during working hours (i.e., 7:00 AM 7:00 PM);
- d. Average latency should not exceed more than 80 milliseconds average round trip from end user's data center to ISP Port and not more than 170 milliseconds average round trip from ISP port to International port; and
- e. MRTG should be in place.

If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all these conditions have been duly satisfied.

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

#### IX. REBATES:

- a. Provide industry standard Service Level Agreements (SLA) which shall carry a corresponding "Performance Credit" or rebate in favor of the Commission should any of the committed parameters mentioned below is not met; and
- b. Supplier should be able to render the following services.
  - i. Availability Provide 96% uplink in a month
  - ii. Latency
    - Provide not more than 80 milliseconds average round trip latency from end-user equipment to local ISP port.
    - Provide not more than 170 milliseconds average round trip latency from local ISP port to International port.
  - iii. Render 24 X 7 customer service support
    - ☐ Support response time:
      - For call and email support 30 minutes for first level support
      - For onsite support 3 hours response time. For problems reported after 4:00PM services shall be rendered 8:00AM in the morning of the following business day.

#### X. MAINTENANCE:

- a. Provide a single point of contact for customer support;
- b. Shall respond to request for maintenance at no cost to the PCC;
- c. Provide not less than seven (7) days proactive notice of scheduled downtimes, service interruptions, upgrades or preventive maintenance; and
- d. Submit monthly access / usage reports to attest compliance to SLA.

#### **XI. MODE OF PROCUREMENT:**

The mode of procurement shall be Competitive Bidding provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184

#### **XII. PAYMENT SCHEME:**

Payment shall be made on a **MONTHLY BASIS**. The PCC shall pay the Service Provider within fifteen (15) working days upon receipt of the original signed Statement of Account, or billing statement, supported by Certificate of

Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user.

### XIII. LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the goods and/or to perform the services within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once, the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

#### XIV. DISPUTE AGREEMENT / RESOLUTION

Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts if competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by the Parties.

Prepared by:

ALYIN U. BOSQUE, CySA+, ITIL4, KIKF, SFPC, CSFPC, MCP(Azure), CDCP

Information Technology Officer I

Approved by:

ALLAN ROY D. MORDENO, CISM

Chief, ICT Division

Noted by:

IESON GOTTORRE

Administrauve Office

Conforme:
Name and Signature of Authorized Representative
Designation
Name of Company
Date

# Section VIII. Checklist of Technical and Financial Documents

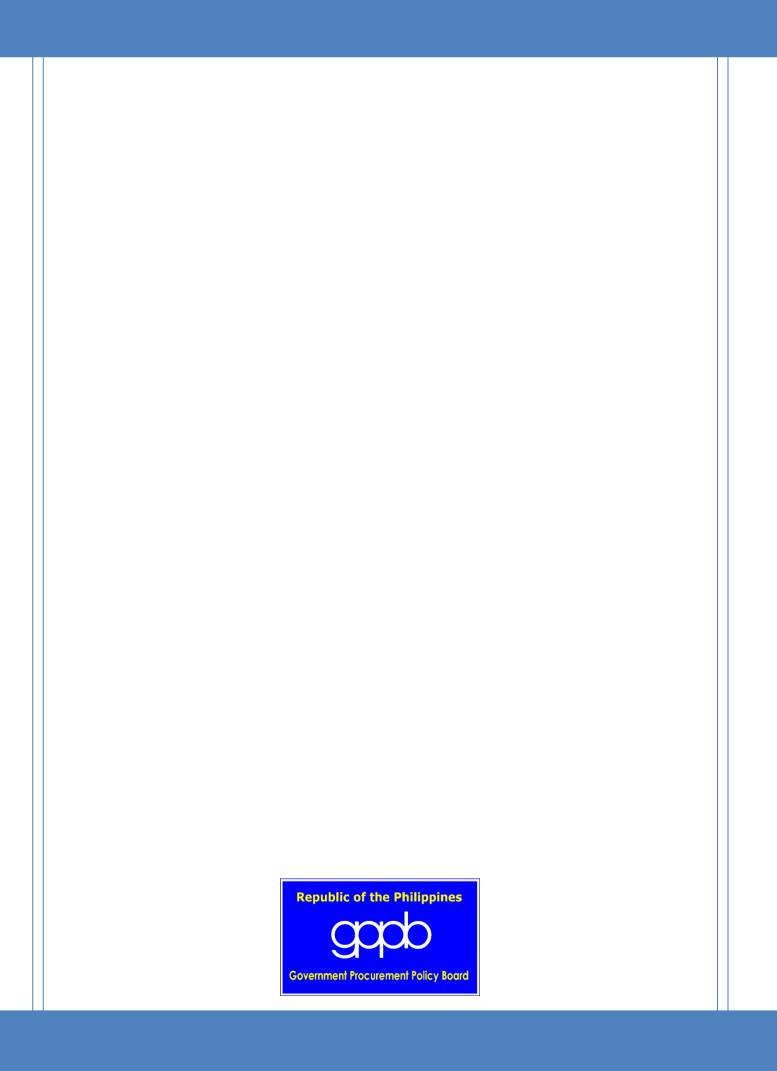
# **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

### Class "A" Documents Legal Documents Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); (a) Registration certificate from Securities and Exchange Commission (SEC), (b) Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, and Mayor's or Business permit issued by the city or municipality where the (c) principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved (d) by the Bureau of Internal Revenue (BIR). **Technical Documents** Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and **Original copy of Bid Security**. If in the form of a Surety Bond, submit also $\Box$ (g) a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include (h) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS); (i) 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 The Supplier's audited financial statements, showing, among others, the (i)Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of

bid submission; and

☐ (K)	Capacity (NFCC);
	<u>or</u>
	A committed Line of Credit from a Universal or Commercial Bank in lieu
	of its NFCC computation.
	Class "B" Documents
(l)	If applicable, a duly signed joint venture agreement (JVA) in case the joint
	venture is already in existence;
	<u>or</u>
	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 FINANCI	IAL COMPONENT ENVELOPE
☐ (m)	Original of duly signed and accomplished Financial Bid Form; and
	Original of duly signed and accomplished Price Schedule(s).



# PBD-350 Mbps Connectivity

Final Audit Report 2021-10-12

Created: 2021-10-12

By: Procurement PCC (procurement@phcc.gov.ph)

Status: Signed

Transaction ID: CBJCHBCAABAAZ1YwcC0ikBhpXKaCs1OhZ3Fz\_D231Kh9

# "PBD-350 Mbps Connectivity" History

Document created by Procurement PCC (procurement@phcc.gov.ph) 2021-10-12 - 5:50:06 AM GMT- IP address: 20.36.220.138

Document emailed to JQD (jqdelatorre@phcc.gov.ph) for signature 2021-10-12 - 5:51:29 AM GMT

Email viewed by JQD (jqdelatorre@phcc.gov.ph) 2021-10-12 - 6:09:28 AM GMT- IP address: 116.93.64.2

Document e-signed by JQD (jqdelatorre@phcc.gov.ph)

Signature Date: 2021-10-12 - 6:11:45 AM GMT - Time Source: server- IP address: 116.93.64.2

Agreement completed. 2021-10-12 - 6:11:45 AM GMT

