

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **PROCUREMENT OF INTERNET SERVICES FOR DSWD FO V OFFICES FOR FY 2024 (PRIMARY ISP)**

**IB GOP 2024-DSWD-019**

Department of Social Welfare and Development  
Field Office V  
March 17, 2024

**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***

## Field Office V

# INVITATION TO BID FOR PROCUREMENT OF INTERNET SERVICES FOR DSWD FO V OFFICES FOR FY 2024 (PRIMARY ISP)

1. The **Department of Social Welfare and Development Field Office V**, through the NGA, General Appropriation Act CY 2024 intends to apply the sum of the following:

Lot No.	Particulars	Approved Budget for the Contract (ABC)
1	DSWD Field Office V, Rawis	₱2,098,000.00
2	DSWD Field Office V, Buraguis	₱2,098,000.00
3	KALAHI and SLP RPMO	₱698,000.00
4	POO Albay	₱698,000.00
5	SWAD-POO Camarines Sur	₱698,000.00
6	SWAD-POO Camarines Norte	₱698,000.00
7	SWAD-POO Sorsogon	₱698,000.00
8	SWAD-POO Masbate	₱698,000.00
9	SWAD-POO Catanduanes	₱698,000.00
10	AIC-CIS Legazpi City, Albay	₱50,000.00
11	AIC-CIS Iriga, Camarines Sur	₱50,000.00
12	AIC-CIS Naga, Camarines Sur	₱50,000.00
13	AIC-CIS Tigaon, Camarines Sur	₱50,000.00
14	AIC-CIS Sorsogon City, Sorsogon	₱50,000.00
15	AIC-CIS Irosin, Sorsogon	₱50,000.00
16	AIC-CIS Labo, Camarines Norte	₱50,000.00
17	AICS-CIS Masbate City, Masbate	₱50,000.00
18	AICS-CIS Daet, Camarines Norte	₱50,000.00
19	RRCY Sorsogon City, Sorsogon	₱50,000.00
20	RSCC and HFWG Ligao, Albay	₱100,000.00
	<b>Total</b>	<b>₱9,682,000.00</b>

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **Department of Social Welfare and Development Field Office V** now invites bids for the above Procurement Project. Delivery of the Goods is required per **approved final schedule**. Bidders should have completed, within **two (2) years** 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).
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. 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 **Department of Social Welfare and Development Field Office V** and inspect the Bidding Documents at the address given below during **8:00AM to 4:00PM** (Except Saturdays, Sundays & Holidays).
  5. A complete set of Bidding Documents may be acquired by interested Bidders on **March 17, 2024** from the given address and website(s) below and **upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of;**

<b>LOT NO.</b>	<b>BID DOCS FEE</b>
1	<b>₱5,000.00</b>
2	<b>₱5,000.00</b>
3	<b>₱1,000.00</b>
4	<b>₱1,000.00</b>
5	<b>₱1,000.00</b>
6	<b>₱1,000.00</b>
7	<b>₱1,000.00</b>
8	<b>₱1,000.00</b>
9	<b>₱1,000.00</b>
10	<b>₱500.00</b>
11	<b>₱500.00</b>
12	<b>₱500.00</b>
13	<b>₱500.00</b>
14	<b>₱500.00</b>
15	<b>₱500.00</b>
16	<b>₱500.00</b>
17	<b>₱500.00</b>
18	<b>₱500.00</b>
19	<b>₱500.00</b>
20	<b>₱500.00</b>
<b>If all lots</b>	<b>₱10,000.00</b>

The Procuring Entity shall allow the bidder to present its proof of payment for the fees **by presenting it in person, or sending it through email.**

*Note: If joining several lots, the total fee for the Bidding Documents shall be based on the sum of the ABC of all lots to be joined.*

Bidders may pay through bank deposit or fund transfer to **DSWD – Trust Fund DBP Account No. 0-01077-615-4.**



6. The **Department of Social Welfare and Development Field Office V** will hold a Pre-Bid Conference<sup>1</sup> on **March 25, 2024**, at **1:00 PM** at BAC Conference Room, DSWD FO V, Government Center Site, Rawis, Legazpi City (only one representative per company will be allowed to attend) through video conferencing **via Google Meet**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before **8:30 AM, April 12, 2024**. 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 **April 12, 2024, 9:00 AM** at BAC Conference Room, DSWD FO V, Government Center Site, Rawis, Legazpi City (only one representative per company will be allowed to attend) through video conference via **Google Meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Meeting links will be available upon request through the official BAC Secretariat email address below.
11. The **Department of Social Welfare and Development Field Office V** 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:  
  
**JUDEX DONNEL G. LLAMOSO**  
Head, Procurement & BAC Secretariat  
DSWD FO V, Government Center Site,  
Rawis, Legazpi City 4500  
Email address: **bacsec.fo5@dswd.gov.ph**
13. You may visit the following websites:

For downloading of Bidding Documents: **<https://fo5.dswd.gov.ph/philgeps2024/>**

**March 17, 2024**

(SGD.)

**CLAUDIO A. VILLAREAL**

*BAC Chairperson*

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## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development Field Office V** wishes to receive Bids for the **PROCUREMENT OF INTERNET SERVICES FOR DSWD FO V OFFICES FOR FY 2024 (Primary ISP)**, with identification number **IB GOP 2024-DSWD-019**.

The Procurement Project (referred to herein as “Project”) is composed of **Twenty (20) Lots**, 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 **2024** in the amount of **Nine Million Six Hundred Eighty-Two Thousand Pesos Only (₱9,682,000.00)**.

2.2. The source of funding is:

a. NGA, General Appropriation Act CY 2024

## 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.

- a. 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 the specified date and time through videoconferencing 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 **Two (2) years** 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 e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the 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 **Section VII (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. Philippine Pesos.

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</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 from the date of the opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 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 at its physical address 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 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 15 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**

20.1.

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***

# Bid Data Sheet

ITB Clause			
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Supply and Delivery / Procurement / Provision of Internet Services and other similar contracts;</li> <li>b. completed within <b>Two (2) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>		
7.1	“Not applicable”.		
12	The price of the Goods shall be quoted DDP <b>Legazpi City, Philippines</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>2% of the ABC</b>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>5% of the ABC</b> if bid security is in Surety Bond.</li> </ul>		
19.3	Lot No.	Particulars	Approved Budget for the Contract (ABC)
	1	DSWD Field Office V, Rawis	₱2,098,000.00
	2	DSWD Field Office V, Buraguis	₱2,098,000.00
	3	KALAHI and SLP RPMO	₱698,000.00
	4	POO Albay	₱698,000.00
	5	SWAD-POO Camarines Sur	₱698,000.00
	6	SWAD-POO Camarines Norte	₱698,000.00
	7	SWAD-POO Sorsogon	₱698,000.00
	8	SWAD-POO Masbate	₱698,000.00
	9	SWAD-POO Catanduanes	₱698,000.00
	10	AIC-CIS Legazpi City, Albay	₱50,000.00
	11	AIC-CIS Iriga, Camarines Sur	₱50,000.00
	12	AIC-CIS Naga, Camarines Sur	₱50,000.00
	13	AIC-CIS Tigaon, Camarines Sur	₱50,000.00
	14	AIC-CIS Sorsogon City, Sorsogon	₱50,000.00
	15	AIC-CIS Irosin, Sorsogon	₱50,000.00
	16	AIC-CIS Labo, Camarines Norte	₱50,000.00
	17	AICS-CIS Masbate City, Masbate	₱50,000.00
	18	AICS-CIS Daet, Camarines Norte	₱50,000.00
	19	RRCY Sorsogon City, Sorsogon	₱50,000.00
	20	RSCC and HFWG Ligao, Albay	₱100,000.00

		<b>Total</b>	₱9,682,000.00
20.2	"Usual/applicable licenses & permit/s required by law".		
21.2	"No additional contract documents required".		

## ***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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing 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

GCC Clause	
1	<p><b>“No additional requirements for the completion of this Contract.”</b></p> <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 <b>to Legazpi City, Philippines</b>. 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 <b>to Legazpi City</b>. 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 the _____.</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 that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>



- 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:

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 *Three (3) years*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one month of placing the order.

**Packaging –**

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

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

2.2	“Not applicable”.
4	The inspections and tests that will be conducted are: <b>Applicable Test and Inspection</b>

## ***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.

<b>Lot No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Approved Budget for the Contract (ABC)</b>	<b>Delivered, Weeks/Months</b>
<b>1</b>	DSWD Field Office V, Rawis	8 months	₱2,098,000.00	As per approved Final Schedule of the End-user
<b>2</b>	DSWD Field Office V, Buraguis	8 months	₱2,098,000.00	
<b>3</b>	KALAHI and SLP RPMO	8 months	₱698,000.00	
<b>4</b>	POO Albay	8 months	₱698,000.00	
<b>5</b>	SWAD-POO Camarines Sur	8 months	₱698,000.00	
<b>6</b>	SWAD-POO Camarines Norte	8 months	₱698,000.00	
<b>7</b>	SWAD-POO Sorsogon	8 months	₱698,000.00	
<b>8</b>	SWAD-POO Masbate	8 months	₱698,000.00	
<b>9</b>	SWAD-POO Catanduanes	8 months	₱698,000.00	
<b>10</b>	AIC-CIS Legazpi City, Albay	8 months	₱50,000.00	
<b>11</b>	AIC-CIS Iriga, Camarines Sur	8 months	₱50,000.00	
<b>12</b>	AIC-CIS Naga, Camarines Sur	8 months	₱50,000.00	
<b>13</b>	AIC-CIS Tigaon, Camarines Sur	8 months	₱50,000.00	
<b>14</b>	AIC-CIS Sorsogon City, Sorsogon	8 months	₱50,000.00	
<b>15</b>	AIC-CIS Irosin, Sorsogon	8 months	₱50,000.00	
<b>16</b>	AIC-CIS Labo, Camarines Norte	8 months	₱50,000.00	
<b>17</b>	AICS-CIS Masbate City, Masbate	8 months	₱50,000.00	
<b>18</b>	AICS-CIS Daet, Camarines Norte	8 months	₱50,000.00	
<b>19</b>	RRCY Sorsogon City, Sorsogon	8 months	₱50,000.00	
<b>20</b>	RSCC and HFWG Ligao, Albay	8 months	₱100,000.00	

***Conforme:***

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

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

Position: \_\_\_\_\_

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

## ***Section VII. Technical Specifications***

# 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>		
1.	<p><b>Dedicated Internet Connectivity for Field Office V, Rawis Legazpi City</b></p> <p>Specifications:  <b>Subscription Type:</b> Dedicated/Leased Line  <b>Internet Bandwidth:</b> ≥ 500 mbps            Telephone Bundle with long-distance calls            Must have at least five (5) Usable Public IP Address            Subscribed lines should be fully fiber optic from ISP to the last mile.            24/7 Help Desk Support Services            IPv6 compliant            Installation Fee and CPE Included</p>	
2.	<p><b>Dedicated Internet Connectivity for Field Office V, Buraguis, Legazpi City</b></p> <p>Specifications:  <b>Subscription Type:</b> Dedicated/Leased Line  <b>Internet Bandwidth:</b> ≥ 500 mbps            Telephone Bundle with long-distance calls            Must have at least five (5) Usable Public IP Address            Subscribed lines should be fully fiber optic from ISP to the last mile.            24/7 Help Desk Support Services            IPv6 compliant            Installation Fee and CPE Included</p>	
3.	<p><b>Dedicated Internet Connectivity for KALAHI and SLP RPMO</b></p> <p>Specifications:  <b>Subscription Type:</b> Dedicated/Leased Line  <b>Internet Bandwidth:</b> ≥ 100 mbps            Telephone Bundle with long distance calls            Must have at least five (5) Usable Public IP Address            Subscribed lines should be fully fiber optic from ISP to the last mile.            24/7 Help Desk Support Services            IPv6 compliant            Installation Fee and CPE Included</p>	
4.	<p><b>Dedicated Internet Connectivity for POO Albay</b></p> <p>Specifications:  <b>Subscription Type:</b> Dedicated/Leased Line</p>	

	<p><b>Internet Bandwidth:</b> <math>\geq 100</math> mbps  Telephone Bundle with long distance calls  Must have at least five (5) Usable Public IP Address  Subscribed lines should be fully fiber optic from ISP to the last mile.  24/7 Help Desk Support Services  IPv6 compliant  Installation Fee and CPE Included</p>	
5.	<b>Dedicated Internet Connectivity for SWAD-POO Camarines Sur</b>	
	<p>Specifications:  <b>Subscription Type:</b> Dedicated/Leased Line  <b>Internet Bandwidth:</b> <math>\geq 100</math> mbps  Telephone Bundle with long distance calls  Must have at least five (5) Usable Public IP Address  Subscribed lines should be fully fiber optic from ISP to the last mile.  24/7 Help Desk Support Services  IPv6 compliant  Installation Fee and CPE Included</p>	
6.	<b>Dedicated Internet Connectivity for SWAD-POO Camarines Norte</b>	
	<p>Specifications:  <b>Subscription Type:</b> Dedicated/Leased Line  <b>Internet Bandwidth:</b> <math>\geq 100</math> mbps  Telephone Bundle with long distance calls  Must have at least five (5) Usable Public IP Address  Subscribed lines should be fully fiber optic from ISP to the last mile.  24/7 Help Desk Support Services  IPv6 compliant  Installation Fee and CPE Included</p>	
7.	<b>Dedicated Internet Connectivity for SWAD-POO Sorsogon</b>	
	<p>Specifications:  <b>Subscription Type:</b> Dedicated/Leased Line  <b>Internet Bandwidth:</b> <math>\geq 100</math> mbps  Telephone Bundle with long distance calls  Must have at least five (5) Usable Public IP Address  Subscribed lines should be fully fiber optic from ISP to the last mile.  24/7 Help Desk Support Services  IPv6 compliant  Installation Fee and CPE Included</p>	
8.	<b>Dedicated Internet Connectivity for SWAD-POO Masbate</b>	
	<p>Specifications:  <b>Subscription Type:</b> Dedicated/Leased Line  <b>Internet Bandwidth:</b> <math>\geq 100</math> mbps  Telephone Bundle with long distance calls  Must have at least five (5) Usable Public IP Address  Subscribed lines should be fully fiber optic from ISP to the last mile.</p>	

	24/7 Help Desk Support Services IPv6 compliant Installation Fee and CPE Included	
9.	<b>Dedicated Internet Connectivity for SWAD-POO Catanduanes</b>	
	Specifications: <b>Subscription Type:</b> Dedicated/Leased Line <b>Internet Bandwidth:</b> $\geq 100$ mbps Telephone Bundle with long distance calls Must have at least five (5) Usable Public IP Address Subscribed lines should be fully fiber optic from ISP to the last mile. 24/7 Help Desk Support Services IPv6 compliant Installation Fee and CPE Included	
10.	<b>Broadband Internet Connectivity for AIC-CIS Legazpi City, Albay</b>	
	Specifications: <b>Subscription Type:</b> Broadband <b>Internet Bandwidth:</b> $\geq 200$ mbps Telephone Bundle with long-distance calls Must have at least one (1) Usable Public IP Address Subscribed lines should be fully fiber optic form ISP to the last mile. 24/7 Help Desk Support Services Installation Fee and CPE Included	
11.	<b>Broadband Internet Connectivity for AIC-CIS Iriga, Camarines Sur</b>	
	Specifications: <b>Subscription Type:</b> Broadband <b>Internet Bandwidth:</b> $\geq 200$ mbps Telephone Bundle with long-distance calls Must have at least one (1) Usable Public IP Address Subscribed lines should be fully fiber optic form ISP to the last mile. 24/7 Help Desk Support Services Installation Fee and CPE Included	
12.	<b>Broadband Internet Connectivity for AIC-CIS Naga, Camarines Sur</b>	
	Specifications: <b>Subscription Type:</b> Broadband <b>Internet Bandwidth:</b> $\geq 200$ mbps Telephone Bundle with long-distance calls Must have at least one (1) Usable Public IP Address Subscribed lines should be fully fiber optic form ISP to the last mile. 24/7 Help Desk Support Services Installation Fee and CPE Included	
13.	<b>Broadband Internet Connectivity for AIC-CIS Tigaon, Camarines Sur</b>	



	<p>Specifications:  <b>Subscription Type:</b> Broadband  <b>Internet Bandwidth:</b> <math>\geq 200</math> mbps  Telephone Bundle with long-distance calls  Must have at least one (1) Usable Public IP Address  Subscribed lines should be fully fiber optic form ISP to the last mile.  24/7 Help Desk Support Services  Installation Fee and CPE Included</p>	
14.	<b>Broadband Internet Connectivity for AICS-CIS Sorsogon City, Sorsogon</b>	
	<p>Specifications:  <b>Subscription Type:</b> Broadband  <b>Internet Bandwidth:</b> <math>\geq 200</math> mbps  Telephone Bundle with long-distance calls  Must have at least one (1) Usable Public IP Address  Subscribed lines should be fully fiber optic form ISP to the last mile.  24/7 Help Desk Support Services  Installation Fee and CPE Included</p>	
15.	<b>Broadband Internet Connectivity for AICS-CIS Irosin, Sorsogon</b>	
	<p>Specifications:  <b>Subscription Type:</b> Broadband  <b>Internet Bandwidth:</b> <math>\geq 200</math> mbps  Telephone Bundle with long-distance calls  Must have at least one (1) Usable Public IP Address  Subscribed lines should be fully fiber optic form ISP to the last mile.  24/7 Help Desk Support Services  Installation Fee and CPE Included</p>	
16.	<b>Broadband Internet Connectivity for AICS-CIS Labo, Camarines Norte</b>	
	<p>Specifications:  <b>Subscription Type:</b> Broadband  <b>Internet Bandwidth:</b> <math>\geq 200</math> mbps  Telephone Bundle with long-distance calls  Must have at least one (1) Usable Public IP Address  Subscribed lines should be fully fiber optic form ISP to the last mile.  24/7 Help Desk Support Services  Installation Fee and CPE Included</p>	
17.	<b>Broadband Internet Connectivity for AICS-CIS Masbate City, Masbate</b>	
	<p>Specifications:  <b>Subscription Type:</b> Broadband  <b>Internet Bandwidth:</b> <math>\geq 200</math> mbps  Telephone Bundle with long-distance calls  Must have at least one (1) Usable Public IP Address  Subscribed lines should be fully fiber optic form ISP to the last mile.  24/7 Help Desk Support Services</p>	

	Installation Fee and CPE Included	
18.	<b>Broadband Internet Connectivity for AICS-CIS Daet, Camarines Norte</b>	
	<p>Specifications:  <b>Subscription Type:</b> Broadband  <b>Internet Bandwidth:</b> <math>\geq 200</math> mbps  Telephone Bundle with long-distance calls  Must have at least one (1) Usable Public IP Address  Subscribed lines should be fully fiber optic form ISP to the last mile.  24/7 Help Desk Support Services  Installation Fee and CPE Included</p>	
19.	<b>Broadband Internet Connectivity for RRCY Sorsogon City, Sorsogon</b>	
	<p>Specifications:  <b>Subscription Type:</b> Broadband  <b>Internet Bandwidth:</b> <math>\geq 200</math> mbps  Telephone Bundle with long-distance calls  Must have at least one (1) Usable Public IP Address  Subscribed lines should be fully fiber optic form ISP to the last mile.  24/7 Help Desk Support Services  Installation Fee and CPE Included</p>	
20.	<b>Broadband Internet Connectivity for RSCC and HFWG Ligao, Albay</b>	
	<p>Specifications:  <b>Subscription Type:</b> Broadband  <b>Internet Bandwidth:</b> <math>\geq 200</math> mbps  Telephone Bundle with long-distance calls  Must have at least one (1) Usable Public IP Address  Subscribed lines should be fully fiber optic form ISP to the last mile.  24/7 Help Desk Support Services  Installation Fee and CPE Included</p>	

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

## **TERMS OF REFERENCES**

### **PROVISION OF BROADBAND INTERNET SERVICES FOR DSWD FIELD OFFICE V REGIONAL AND SUB-REGIONAL OFFICES**

#### **I. SCOPE OF WORKS**

- a. The project covers the supply, delivery, installation, configuration and maintenance of broadband internet connection for the DSWD Field Office V Regional and Sub-Regional Offices.
- b. The Service Provider shall:
  1. Provide all the necessary hardware, terminations, and other services, materials, and equipment that are required and necessary to set up the internet connection from the tapping point to the server room of every site, which shall include and not limited to fiber optic cable.
  2. Provide a network layout plan prior to installation which must be submitted within five (5) working days from the conduct of the site inspection/survey.
  3. Provide incident reports and updates in case of connection failure.
  4. Provide at least 80% network availability and reliability each calendar month.
  5. Inclusion of Two (2) allowable transfer of internet service facility per lot, in case of relocation of office.
  6. Provide 24/7 support services.

#### **II. QUALIFICATION REQUIREMENTS FOR THE SERVICE PROVIDER**

- a. The service provider must be a major Tier 1 provider. Provide certification or proof from the NTC (provides voice, data, and internet).
- b. The fiber optic facility shall be owned and operated by the service provider. It also has a robust international network capable of supporting even the most complicated networks. The service provider must hold multiple points of presence from leading local and international telecommunications providers and carriers.
- c. The service provider must provide proof of full telecommunications redundancy and continuous power.
- d. The service provider must provide proof of capacity and ability to provide maintenance services and technical support.
- e. The service provider must have multiple internet global gateways for redundancy and reliability.
- f. The service provider must have MEF 2.0 Certification.
- g. The service provider must have at least 2 Cisco Certified Network Professionals and MEF Certified.

- h. The service provider must provide 7 days a week and 24 hours per day coverage for technical assistance and/or helpdesk facilities. Any problem should be resolved within a maximum of 24 hours after the notification.
- i. The service provider must have rendered at least five (5) years of internet service to the different government agencies and private companies with at least satisfactory rating.
- j. The service provider should submit copies of Client Satisfactory Certificates from at least three (3) clients each for the last three years for similar contracts. Similar contracts shall refer to 200 Mbps Broadband Internet Connection or above.

### **III. TECHNICAL REQUIREMENTS**

- a. The Internet Service must include a modem. Maintenance support and repair of the equipment is the Service Provider's responsibility in the duration of the contract.
- b. The Service Provider must have a 24x7 technical support desk to receive trouble complaints related to the Internet Service and all components supplied by Service Provider and to manage the restoration during service downtime.
- c. Qualified Bidders must provide a network diagram.
- d. The Internet Service must have a service availability of at least 80%.
- e. Must have at least one (1) Usable Public IP Address

### **IV. PROJECT DURATION AND PERIOD OF ENGAGEMENT**

Eight (8) months of service subscription and payment will be done on a monthly basis. The Statement of Account (inclusive of tax) will arrive in the 1st week of the preceding month.

### **V. INSTITUTIONAL ARRANGEMENTS**

#### **A. The Service Provider (Firm)**

##### **1. Pre-installation**

- 1.1. The service provider shall submit an updated detailed work plan which shall include installation and connectivity design/diagram from the tapping point to the server room and the detailed activities and work schedule, subject for approval of the DSWD FO V, within five (5) working days from the conduct of the project kick-off meeting.

##### **2. Actual Installation**

- 2.1. Installation and other related costs shall be at the expense of the service provider. The service provider shall be responsible for the administrative cost of securing all necessary permits, if any, for the installation of the required services.

- 2.2. Provide internet connectivity from the tapping point directly to the DSWD FOV' server room including all other materials needed for the purpose, which shall include but not limited to cables.
3. Testing Period
    - 3.1. Testing shall be immediately conducted upon completion of all necessary installation and configuration works.
    - 3.2. The acceptance test procedure shall be in accordance with the following:
      - 3.2.1. The acceptance testing shall be undertaken for a period of seven (7) working days.
      - 3.2.2. Broadband internet shall have no service interruption during the agreed testing period.
      - 3.2.3. Show the assigned usable Public IP Address.
    - 3.3. If any of the foregoing conditions are not met, the testing period shall be restarted until the above conditions have been duly satisfied continuously for seven (7) working days.
    - 3.4. Start of the Contractor's billing shall be based on the date of issuance of "Certificate of Acceptance".
    - 3.5. During the testing period, the contractor shall not be held liable for performance degradation or interruptions that are beyond its control, such as building power outages, fluctuations or failure or malfunction of DSWD FOV's equipment, and international or regional backbone problems.
4. Implementation
    - 4.1. The Service Provider shall maintain all provided equipment and connection in proper working condition.
    - 4.2. The Service Provider shall provide an escalation list and procedure for reporting of faults and outages.
    - 4.3. The Service Provider shall provide advice to DSWD FO V any downtime occurrence or if any case, the internet is rerouted to a backup link within one (1) hour from occurrence.
    - 4.4. The Service Provider must have standby equipment to immediately replace the existing equipment to immediately replace the existing equipment once found defective.

The DSWD Field Office V.

1. Grant the ISP's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned DSWD FO V personnel.
2. Responsible for the safe custody and use of the equipment installed by the ISP Provider.
3. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the ISP provider.
4. Issue a Certificate of Inspection and Acceptance to the Service Provider upon successful service delivery.

**VI. APPROVED BUDGET FOR THE CONTRACT (ABC)**

- a. The total ABC for this project is Php 9,682,000.00, inclusive of all applicable government taxes and services charges.

**VII. PAYMENT**

- a. The start of the Contractor's billing shall be based on the date of issuance and receipt of the "Certificate of Acceptance of Service Delivery".
- b. The payment shall be on a monthly basis, subject to existing and applicable budgeting, accounting and auditing rules.

**Annex A - List of DSWD Regional and Sub-regional Sites**

<b>NO</b>	<b>OFFICE NAME</b>	<b>OFFICE ADDRESS</b>	<b>COORDINATES</b>
1	DSWD Field Office V - Buraguis	Magnolia St. PBN-Buraguis, Legazpi City, Albay 4500	13.16815, 123.75242
2	DSWD Field Office V - Rawis	Regional Site Center, Rawis, Legazpi City, Albay 4500	13.135331, 123.75337
3	POO Albay	Ground Floor, Embarcadero de Legazpi Building, Barangay 27 - Victory Village South, Legazpi City, Albay 4500	13.143537, 123.75780
4	SWAD-POO Masbate	Regino Tambago Bldg., Brgy Tugbo, Masbate City, Masbate 5400	12.35388, 123.63251
5	SWAD-POO Catanduanes	DSWD Office, Catanduanes Provincial Capitol, Brgy. Marcelo Alberto, Virac, Catanduanes, 4800	13.58656, 124.23603
6	SWAD-POO Sorsogon	4721 Magsaysay Street, Sorsogon City, Sorsogon 4700	12.970420, 124.00557
7	SWAD-POO Camarines Sur	Topaz Street, Calauag, Naga City, Camarines Sur, 4400	13.63893, 123.19097
8	SWAD-POO Camarines Norte	3rd Floor LJR Building 3, J Lukban Extension, Brgy. 3 Daet Camarines Norte 4600	14.11148, 122.95470
9	RRCY Sorsogon	Doña Felisa Avenue, Pangpang, Sorsogon, 4700	12.98182, 123.98464
10	RSCC Ligao City, Albay	DSWD Complex Nasisi, Ligao City, Albay 4504	13.25803, 123.58573
11	HFWG Ligao City, Albay	DSWD Complex Nasisi, Ligao City, Albay 4504	13.25803, 123.58573

12	KALAHI and SLP RPMO	2nd Floor, Embarcadero de Legazpi Building, Barangay 27 - Victory Village South, Legazpi City, Albay 450	13.143537, 123.75780
13	AICS-CIS RPMO	3rd Floor Pacific Mall Gaisano, Bitano, Legazpi City, Albay 4500	13.145111, 123.74955
14	AICS-CIS Legazpi City, Albay	Imperial St. Landco Business Park, Legazpi City, Albay 4500	13.14505, 123.74917
15	AICS-CIS Iriga, Camarines Sur	Brgy. San Roque, Iriga City, Camarines Sur, 4431	13.42318, 123.41615
16	AICS-CIS Naga, Camarines Sur	3rd Floor Naga Land E-Mall, San Francisco, Naga City, Camarines Sur, 4400	13.62525, 123.18651
17	AICS-CIS Tigaon, Camarines Sur	Project Development Administration, Caraycayon, Tigaon, Camarines Sur, 4420	13.61807, 123.49097
18	AICS-CIS Labo, Camarines Norte	Labo Convention Center, Bulhao, Labo, Camarines Norte, 4604	14.16064, 122.82806
19	AICS-CIS Daet, Camarines Norte	1st Floor LJR Building 3, J Lukban Extension, Brgy. 3 Daet Camarines Norte 4600	14.11148, 122.95470
20	AICS-CIS Sorsogon City, Sorsogon	2nd Floor Chua Bldg., Quezon Street, Polvorista, Sorsogon City.	12.97061, 124.00592
21	AICS-CIS Irosin, Sorsogon	Irosin National Agencies Center and Terminal, Brgy. San Pedro, Irosin, Sorsogon.	12.70760, 124.03150
22	AICS-CIS Masbate City, Masbate	Regino Tambago Bldg., Brgy Tugbo, Masbate City, 5400	12.35397, 123.63204
23	AICS-CIS Catanduanes	DSWD Office, Amenia Building, San Juan, Virac, Catanduanes 4800	13.58566, 124.23163



**Annex C - Existing Internet Subscriptions of DSWD FOV Regional Offices, Sub-Regional Offices and Residential Care Facilities**

OFFICE NAME	INTERNET SERVICE PROVIDER					REMARKS
	ISP	PLAN	SUBSCRIPTION	BANDWIDTH (Mbps)		
DSWD Field Office V, Buraguis	PLDT	I-GATE	DEDICATED	150	PRIMARY	Provided by ICTMS-Central Office and will end-contract on April 30, 2024. For Procurement
	GLOBE	DIA	DEDICATED	100	SECONDARY	Provided by ICTMS-Central Office and will end-contract on April 30, 2024. For Procurement
DSWD Field Office V, Rawis	PLDT	I-GATE	DEDICATED	50	PRIMARY	For Upgrade to 500mbps. For Procurement
	DICT	GOVNET	DEDICATED		SECONDARY	Provided by DICT ROV
POO Albay	PLDT	I-GATE	DEDICATED	50	PRIMARY	Provided by ICTMS-Central Office and will end-contract on April 30, 2024. For Procurement
	CONVERG E	DIA ECONOMY	DEDICATED	50	SECONDARY	Renewed until Dec 2024
POO-SWAD Camarines Sur	STARLINK	STANDARD	SATELLITE	50	PRIMARY	Provided by ICTMS-Central Office and will end-contract on April 30, 2024. For Procurement
	CONVERG E	DIA ECONOMY	DEDICATED	50	SECONDARY	Renewed until Dec 2024
POO-SWAD Camarines Norte	PLDT	I-GATE	DEDICATED	50	PRIMARY	Provided by ICTMS-Central Office and will end-contract on April 30, 2024. For Procurement
	CONVERG E	DIA ECONOMY	DEDICATED	50	SECONDARY	Renewed until Dec 2024
POO-SWAD	STARLINK	STANDARD	SATELLITE	-	PRIMARY	Provided by ICTMS-Central Office and will end-contract on

Catanduanes						April 30, 2024. For Procurement
	GLOBE	DIA	DEDICATED	50	SECONDARY	Renewed until Dec 2024
POO-SWAD Masbate	PLDT	I-GATE	DEDICATED	50	PRIMARY	Provided by ICTMS-Central Office and will end-contract on April 30, 2024. For Procurement
	CONVERG E	DIA ECONOMY	DEDICATED	50	SECONDARY	Renewed until Dec 2024
POO-SWAD Sorsogon	STARLINK	STANDARD	SATELLITE	-	PRIMARY	Provided by ICTMS-Central Office and will end-contract on April 30, 2024. For Procurement
	CONVERG E	DIA ECONOMY	DEDICATED	50	SECONDARY	Renewed until Dec 2024
KALAH I and SLP RPMO	N/A				PRIMARY	Provided by ICTMS-Central Office and will end-contract on April 30, 2024. For Procurement
	CONVERG E	DIA ECONOMY	DEDICATED	50	SECONDARY	Renewed until Dec 2024
RRCY Sorsogon	STARLINK	STANDARD	SATELLITE	-	PRIMARY	Provided by ICTMS-Central Office and will end-contract on April 30, 2024. For Procurement
	DCTV	COMMERCIAL	BROADBAND	100	SECONDARY	Renewed until Dec 2024
HFWG Ligao	STARLINK	STANDARD	SATELLITE	-	PRIMARY	Provided by ICTMS-Central Office and will end-contract on April 30, 2024. For Procurement
	CONVERG E	FLEXIBIZ	BROADBAND	120	SECONDARY	Renewed until Dec 2024
RSCC Ligao	STARLINK	STANDARD	SATELLITE	-	PRIMARY	Provided by ICTMS-Central Office and will end-contract on April 30, 2024. For Procurement
	DCTV	COMMERCIAL	BROADBAND	100	SECONDARY	Renewed until Dec 2024
AICS-CIS RPMO	PLDT	FIBER DSL	BROADBAND	200	PRIMARY	Renewed until Dec 2024
	N/A				SECONDARY	Procurement of secondary internet for redundancy

AICS-CIS Albay	N/A				PRIMARY	Procurement of primary internet for redundancy
	DCTV	COMMERCIAL	BROADBAND	100	SECONDARY	Renewed until Dec 2024
AICS-CIS Sorsogon	N/A				PRIMARY	Procurement of primary internet for redundancy
	GLOBE	GFIBER BIZ	BROADBAND	200	SECONDARY	Renewed until Dec 2024
AICS-CIS Irosin	N/A				PRIMARY	Procurement of primary internet for redundancy
	N/A				SECONDARY	Procurement of secondary internet for redundancy
AICS-CIS Daet	N/A				PRIMARY	Procurement of primary internet for redundancy
	GLOBE	GFIBER BIZ	BROADBAND	200	SECONDARY	Renewed until Dec 2024
AICS-CIS Labo	N/A				PRIMARY	Procurement of primary internet for redundancy
	GLOBE	GFIBER BIZ	BROADBAND	200	SECONDARY	Renewed until Dec 2024
AICS-CIS Tigaon	N/A				PRIMARY	Procurement of primary internet for redundancy
	GLOBE	GFIBER BIZ	BROADBAND	200	SECONDARY	Renewed until Dec 2024
AICS-CIS Iriga	N/A				PRIMARY	Procurement of primary internet for redundancy
	GLOBE	GFIBER BIZ	BROADBAND	200	SECONDARY	Renewed until Dec 2024
AICS-CIS Naga	N/A				PRIMARY	Procurement of primary internet for redundancy
	N/A				SECONDARY	Procurement of secondary internet for redundancy

AICS-CIS Masbate	N/A				PRIMARY	Procurement of primary internet for redundancy
	CHARLES CATV	BUSINESS	BROADBAND	100	SECONDARY	Renewed until Dec 2024

***Section VIII. Checklist of Technical and  
Financial Documents***

# 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.

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

