

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF ICT NETWORK INFRASTRUCTURE AND NETWORK SECURITY UPGRADE FOR DEPED CARAGA REGIONAL OFFICE

Government of the Republic of the Philippines
DEPARTMENT OF EDUCATION
CARAGA REGION



Sixth Edition
July 2020

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	14
13. Bid and Payment Currencies	14
14. Bid Security	15
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	16
21. Signing of the Contract	17
Section III. Bid Data Sheet	18
Section IV. General Conditions of Contract	21
1. Scope of Contract	22
2. Advance Payment and Terms of Payment	22
3. Performance Security	22
4. Inspection and Tests	22
5. Warranty	23
6. Liability of the Supplier	23
Section V. Special Conditions of Contract	24
Section VI. Schedule of Requirements	29
Section VII. Technical Specifications	30
Section VIII. Checklist of Technical and Financial Documents	36

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



Republic of the Philippines
Department of Education
Caraga Region
J. Rosales Avenue, Butuan City
Tel. No. 342-8207



INVITATION TO BID FOR THE PROCUREMENT OF SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF ICT NETWORK INFRASTRUCTURE AND NETWORK SECURITY UPGRADE FOR DEPED CARAGA REGIONAL OFFICE

1. The Department of Education (DepEd) Caraga Region, through OSEC-13-23-4848 intends to apply the sum of **One Million Three Hundred Eighty Thousand Pesos (₱1,380,000.00)** being the ABC to payments under the contract for the **Procurement of Supply, Delivery, Installation and Configuration of ICT Network Infrastructure and Network Security Upgrade for DepEd Caraga Regional Office**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

UNIT	DESCRIPTION	QTY.	ALLOCATED BUDGET
lot	Network Infrastructure Upgrade (Phase 3)	1	₱600,000.00
lot	Network Infra Recabling (Supply, Installation and Configuration)	1	₱180,000.00
lot	Network Infrastructure Security Upgrade	1	₱600,000.00
	(see Section 7 for the specifications)		
	GRAND TOTAL		<u>₱1,380,000.00</u>

2. The Department of Education (DepEd) Caraga Region now invites bids for the above Procurement Project. Delivery of the Goods is required by **90 days**. Bidders should have completed, within 5 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from the Department of Education, Caraga Regional Office Procurement Unit and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM, Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **June 5, 2024** from the given address and website(s) below and upon accomplishing the bidder's information sheet and payment of the applicable fee for the Bidding Documents to the DepEd Caraga Regional Office Cashier, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (P5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The Department of Education (DepEd) Caraga Region will hold a **Pre-Bid Conference on June 13, 2024, 2:00 PM** at **Gold Hall, DepEd Caraga Regional Office, J. Rosales Ave., Butuan City** and through video conferencing **via MS Teams with the link: <https://tinyurl.com/6xpy57cr>**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **June 25, 2024 at 9:59 AM**. 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 **June 25, 2024 at 10:00 AM** at the **Gold Hall, DepEd Caraga Regional Office, J. Rosales Ave., Butuan City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *Only duly authorized representatives with Letter of Intent and Special Power of Attorney are allowed to purchase the bidding documents. Certificate of PhilGEPs Platinum Registration is also required.*
11. The Department of Education (DepEd) Caraga Region 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:

KEVIN HOPE Z. SALVAÑA

Chairperson, BAC Secretariat

DepEd Regional Office XIII

J. Rosales Ave., Butuan City

procurement_caraga@deped.gov.ph

Tel No. (085) 342-8207

caraga.deped.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: caraga.deped.gov.ph

June 5, 2024


PEDRO T. ESCOBARTE, JR.
Director III/Assistant Regional Director
BAC Chairperson

Section II.

Instructions to Bidders

1. Scope of Bid

The Procuring Entity, DepEd Caraga Regional Office wishes to receive Bids for the the ***Procurement of Supply, Delivery, Installation and Configuration of ICT Network Infrastructure and Network Security Upgrade for DepEd Caraga Regional Office***. The Procurement Project (referred to herein as “Project”) is composed of 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 OSEC-13-23-4848 in the amount of **₱1,380,000.00**.

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

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:
- 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.

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.**
- 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 at **DepEd Caraga Regional Office Gold Hall** and through videoconferencing **via MS Teams with the link: <https://tinyurl.com/6xpy57cr>** 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 5 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 Declaration¹ 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 for 120 calendar days from the bid opening.** 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 Department of Education – Caraga Region requests for an Original Copy with Copy 1 and Copy 2 of the Technical and Financial Documents placed in properly labelled/marked and sealed envelopes. The two envelopes of the Technical and Financial documents shall be placed in a mother envelope properly labelled/marked and sealed.

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 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

- 20.2. 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	Eligible Bidders For this purpose, contracts similar to the Project shall be: - 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. - Completed within 5 years prior to the deadline for the submission and receipt of bids.			
7.1	Subcontracts Subcontracting is not allowed.			
12	Bid Prices The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project. – Not Applicable			
14.1	Bid Security The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: - The amount of not less than 2% of the ABC or <u>₱27,600.00</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or - The amount of not less than 5% of the ABC or <u>₱69,000.00</u> if bid security is in Surety Bond.			
19.3	UNIT	DESCRIPTION	QTY.	ALLOCATED BUDGET
	lot	Network Infrastructure Upgrade (Phase 3)	1	₱600,000.00
	lot	Network Infra Recabling (Supply, Installation and Configuration)	1	₱180,000.00
	lot	Network Infrastructure Security Upgrade	1	₱600,000.00
		(see Section 7 for the specifications)		<u>₱1,380,000.00</u>

20.2	Post-Qualification No further instruction.
21.2	Signing of the Contract No further instruction.

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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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	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>DepEd Regional Office XIII, J. Rosales Avenue, Butuan City Agusan del Norte</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 is <i>[indicate name(s)]</i>. 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: <i>Select appropriate requirements and delete the rest.</i> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed.]</i>

	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: <i>Select appropriate requirements and delete the rest.</i> 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 cost 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 <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>. Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.
--	--

	Food Safety and Handling – <i>not applicable</i> 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 supplier/service provider shall ensure that the quality of food and service levels are maintained at all times. Compliance with the Food and Safety Act of 2013 and FDA Advisory No. 2015-066 shall be monitored by the procuring entity.
	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	<i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Network Infrastructure Upgrade (Phase 3)	1 lot	₱600,000.00	90 CDs
2	Network Infra Recabling (Supply, Installation and Configuration)	1 lot	₱180,000.00	
3	Network Infrastructure Security Upgrade	1 lot	₱600,000.00	

Section VII.

Technical Specifications

Technical Specifications

Unit	Specification	Qty.	Unit Cost	Total Cost	Statement of Compliance
lot	Network Infrastructure Upgrade (Phase 3)	1	₱600,000.00		
	Rehabilitation of telephone system				
unit	Port GSM to IP Gateway, 850/900/1800/1900MHz	1	₱30,000.00		
units	Single Line Analog Phone	25	₱45,000.00		
rolls	Materials/installation: Cat6 UTP Cable Premium line	4	₱40,000.00		
pcs.	1 gang telephone outlet	25	₱45,000.00		
pcs.	Patch Panel, 24 Port, Cat6 Loaded	2	₱9,500.00		
pcs.	Cable Manager 2u	2	₱1,000.00		
pcs.	Patch Cord 1 meter	25	₱5,500.00		
lot	Configuration and programing	1	₱34,000.00		
	Transfer of knowledge and A certificate of completion of work will be issued by the supplier. Support for repair for atleast 1 year free of service fees and atleast 2 year warranty to all devices				
unit	Network-attached storage Rackmount	1	₱190,000.00		
	CPU quad-core 2.2GHz, Turbo Boost up to 2.7GHz. Memory 8 GB DDR4 ECC UDIMM. Compatible drive type: 4 x 3.5" or 2.5" SATA SSD/HDD. Hot swappable drive: Yes. External port: 2 x USB 3.0 port. LAN 4 x Gigabit (RJ-45) Wake on LAN/WAN Yes PCIe 3.0 slot, 1 x 8-lane x8 slot, 10GbE/25GbE network interface card. Support Scheduled power on/off: Yes. General DSM specification Networking protocol SMB, AFP, NFS, FTP, WebDAV, CalDAV, iSCSI, Telnet, SSH, SNMP, VPN (PPTP, OpenVPN™, L2TP) File cipher suite). Supported client Windows 7 onwards, Mac OS X® 10.11 onwards Supported browser Chrome®, Firefox®, Internet Explorer® 10 onwards, Safari® 10 onwards; Safari (iOS 10 onwards), Chrome (Android™ 6.0 onwards) on tablets. Interface Language: English Manual, warranty at least 3 years. support for 1 year configuration and installation of the device to the server room, knowledge transfer.				

Unit	Specification	Qty.	Unit Cost	Total Cost	Statement of Compliance
pcs.	NAS Hard disk drive Capacity: at least 10TB, Form Factor: 3.5-Inch. Connector: SATA. Transfer Rate: up to 258MB/s, Disk Speed (RPM): 7200 RPM. Warranty: 3-Year Limited Warranty. Compatible with NAS Synology appliance	4	₱80,000.00		
unit	Network heavy-duty Printer General type: print, copy and scan Colour multifunctional for A3 format Engine speed: Up to 24/12 pages A4/A3 per minute in colour and b/w Input capacity: 100-sheet multi-purpose tray, 45–256 g/m²: A3, A4, A5, A6, B5, Ledger, Letter, Legal, Folio, Custom (98 x 148 to 297 x 432 mm); 500-sheet standard universal paper cassette, 60–163 g/m²: A3, A4, A5, B5, Ledger, Letter, Legal, Folio Max. input capacity with options: 1,600 sheets, Max. output capacity: Max. 300 sheets: 250 sheets face-down (main tray), plus 50 sheets (standard job separator tray) Processor: ARM Cortex-A9 Dual core1.2 GHz, Max. original size: A3/Ledger, Continuous copy: 1 – 999 and Zoom range: 25 - 400 % in 1% steps, Preset magnification ratios: 5 Reductions/5 Enlargements, Image adjustments: Text, Photo, Text + Photo, Graphic/Map, Copy/Printout Scan functionalities: Scan-to-email, Scan-to-FTP, Scan-to-SMB, Scan to USB Host, Network TWAIN, WIA, WSD scan Scan speed: 50 ipm (300 dpi, A4, b/w), 50 ipm (300 dpi, A4, colour) Scan features: Colour Scan integrated address book, Active Directory support, encrypted data transfer, multi send (e-mail, fax, SMB/FTP folder, print) at once, Blank page skip Scan resolution: 200 dpi, 300 dpi, 400 dpi, 600 dpi (256 greyscales per colour) Max. scan size: A3/Ledger File type: PDF, PDF/A, JPG, Encrypted PDF, High Compression PDF FAX specs: Compatibility: ITU-T Super G3, Modem speed: Max. 33.6 kbps, Scanning speed: 2.0 seconds or less and Transmission speed: Max. 33.6 kbps. Warranty: 1 year warranty and 2-year service warranty. Free CMYK toner with additional set of toners CMY and black toner Brand new"	1	₱120,000.00		

Unit	Specification	Qty.	Unit Cost	Total Cost	Statement of Compliance
lot	Network Infra Recabling (Supply, Installation and Configuration)	1	₱180,000.00		
units	Additional Wireless Access Point Wireless Protocol: 802.11ax (Wi-Fi 6), 2.97Gbps Antenna: Built-in Omni-directional Recommended Clients: 512/110 Dimension: 194 mm x 194 mm x 45.1 mm Power Supply: 802.3at PoE, 12V/2A DC Adaptor Certifications: CE, ROHS Network Port - 1 x 100/1000/2500 Base-T, - 1 x 10/100/1000 Base-T MIMO: 2x2 @2.4 GHz, 2x2 @5 GHz accessories: mounting kits and manual Power Consumption: <18 W Materials/installation cat6 utp cable, mouldings, connectors. Cable layout, configuration, tutorial. Warranty 1 year and service warranty	7	₱75,000.00		
pc.	16 port POE Switch "Interface: 16× 10/100/1000 Mbps PoE+ RJ45 Ports (Auto Negotiation/Auto MDI/MDIX) 2× 10/100/1000 Mbps non-PoE RJ45 Ports (Auto Negotiation/Auto MDI/MDIX) 2× Combo Gigabit SFP Ports Network Media : 0BASE-T: UTP category 3, 4, 5 cable (maximum 100m) Power Supply: 250 W Mounting: Rack Mountable Switching Capacity: 36 Gbps Quality of Service: Support Port-based 802.1p/DSCP priority Support 4 priority queues, Rate Limit, Storm Control, IGMP Snooping V1/V2/V3 English manual, warranty 1 year "	1	₱21,000.00		
lot	Materials/installation cat6 utp cable, mouldings, connectors. Cable layout, configuration, tutorial. Warranty Remove old and non-functional network cables and analog BNC cables. Install new network wireless cable and access point, installation of rackmount switch. Secure cables with suitable electrical molding for organized and neat cable management. Address any loose wires or connections to prevent disruptions and ensure stability. Test all cables to verify proper installation	1	₱13,000.00		

Unit	Specification	Qty.	Unit Cost	Total Cost	Statement of Compliance
	and functionality. A certificate of completion of work will be issued by the supplier				
unit	Uninterruptible Power Supply 1500VA Rack Mount: 2U, Input frequency: 50/60 Hz +/- 3 Hz Autosensing. Input voltage range for main operations: 170 – 300, Adjustable, 180 - 287V. Battery type: Lead-acid battery. Typical recharge time: 3hour(s). Topology: Line interactive. Waveform type: Sine wave. Transfer Time: 6 ms typical: 10 ms maximum. 4x IEC C13 outlets. USB and Serial communication. AVR, user manual. Graphic LCD, warranty: At least 3 years.	1	₱71,000.00		
lot	Network Infrastructure Security Upgrade	1	₱600,000.00		
set	Next Generation Firewall (Hardware) "16 x GE RJ45, 6 x 10G, SFP+, 2 x available NIC slots. 256GB SSD. Dual AC power supply. Form Factor: 1U, RAM: 16GB, Storage: 256GB SSD, Power Input: Dual AC, Hot-Swapping Power Consumption (Average): 100-240V, 50/60Hz, Certificates: CE, FCC, ROHS Hardware Bypass (Copper): 4, 10/100/1000 Base-T: 16 (Fixed onboard) 1G SFP: 16 (Fixed onboard), 10G SFP+: 6 (Fixed onboard) Network Slots (In Use/Total): 0/2, Dedicated Management Interface: 1 (Fixed onboard) Serial Port 1 x RJ45, USB Port: 2. SSL VPN Module, SSL VPN Access, 1 Concurrent User. Premium Bundle(SSL VPN, Site-to-Site IPsec VPN, Stateful Firewall, Bandwidth Management, URL Filtering, Application Control, IPS, Botnet Prevention, Email Security, SoC Lite, Basic Security Reporter, Engine Zero, Neural-X), 1Year Software Upgrade, 24*7 Technical Support Services, 1 Year. Return to Factory (5 Business days ship after receipt) Hardware Service, 1 Year. Scope of Work for Firewall: Next Generation Firewall Deployment Scope Scope of Work (Installation) Rackmount the hardware to standard cabinet	1	₱550,000.00		

Unit	Specification	Qty.	Unit Cost	Total Cost	Statement of Compliance
	Scope of Work (Startup) Setup switch name and user accounts credentials (for up to 3 accounts) Configure management interfaces (including and up to Web, Telnet and SSHv2) Configure basic routing, Configure Local DHCP Server Configure Company Baseline Policy, Configure Advance Routing (PBR, EIGRP, OSPF, BGP) Active Directory Integration (including single sign on), Configure Port forwarding, configure traffic shaping, Configure HA, Knowledge Transfer and Documentation. Free firewall installation, configuration, and training will be provided for at least two personnel. A certificate of the firewall will be issued to the personnel upon passing the exam, and other certificates, such as training certificates, will also be provided free of charge.				
unit	Monitoring Desktop Monitor curve monitor SIZE: 27", Resolution: 1920X1080, Curve Rate: R1500, RATIO: 16:9, Video Port: 2X HDMI, 2X DP, Audio Port: Audio Out, Panel Type: VA.	1	₱50,000.00		
	GRAND TOTAL			<u>₱1,380,000.00</u>	

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.

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

- ☐ (i) *[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.
- ☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s).

