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# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

## **PROCUREMENT OF SERVICES, EQUIPMENT & OTHER MACHINERIES WITH ACCESSORIES FOR THE INSTALLATION, TESTING AND COMMISSIONING OF FIBER BACKBONE AND WIRELESS INTERCONNECTIVITY LOT 1 & 2 (SMART CAMPUS)**

**2<sup>ND</sup> BIDDING**

**ABC - ₱21,958,200.00**

Pre-bid Conference: **23 March 2022 – 9:30 A.M.**

Opening of Bids: **04 April 2022 - 9:30 A.M.**

**PB 2021 - G & S – 18**

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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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*





Republic of the Philippines  
**SOUTHERN LEYTE STATE UNIVERSITY**  
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**INVITATION TO BID**  
**PROCUREMENT OF SERVICES, EQUIPMENT & OTHER**  
**MACHINERIES WITH ACCESSORIES FOR THE INSTALLATION,**  
**TESTING AND COMMISSIONING OF FIBER BACKBONE AND**  
**WIRELESS INTERCONNECTIVITY (SMART CAMPUS)**  
**2<sup>ND</sup> BIDDING**

- The Southern Leyte State University Main Campus, through **Trust Receipts** intends to apply the sum of **Twenty One Million Nine Hundred Fifty Eight Thousand Two Hundred Pesos (₱21,958,200.00)** being the total ABC to payments under the contract for the project **Procurement of Services, Equipment & Other Machineries with Accessories for the Installation, Testing & Commissioning of Fiber Backbone and Wireless Interconnectivity (SMART Campus)**, under **PB 2021-G&S-18** and the ABC and description per Lot are detailed as follows:

Lot No.	Description	ABC	Amount of Bidding Docs.
1	Services, Equipment, & Other Machineries with Accessories of Fiber Backbone and Wireless Interconnectivity	₱21,286,200.00	₱21,500.00
2	Supply, Delivery & Installation of Multi-Media Equipment	₱672,000.00	₱1,000.00
<b>TOTAL ABC</b>		<b>₱21,958,200.00</b>	

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

- The Southern Leyte State University Main Campus now invites bids for the re-bidding of the procurement project **“Procurement of Services, Equipment & Other Machineries with Accessories for the Installation, Testing and Commissioning of Fiber Backbone and Wireless Interconnectivity (SMART Campus)”** under **PB 2021-G&S-18**. Required project completion is **six (6) months** reckoned upon receipt of the Notice to Proceed. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instruction to Bidders. Bidders should have completed, within **five (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. Instruction to Bidders.
- Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the **“Government Procurement Reform Act”**. 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 organization of a country the laws and regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

Interested bidders may obtain further information from Southern Leyte State University Main Campus and inspect the Bidding Documents at the address given below from 8:00am-5:00pm.

4. A complete set of Bidding Documents may be purchased by interested Bidders from the address below. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of SLSU, provided that Bidders shall pay the non-refundable fee for the Bidding Documents in the amount stated above not later than the submission of bids.
5. The SLSU-BAC will hold a Pre-bid Conference on **23 March 2022, 9:30 in the morning** which shall be open to all interested bidders. To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences through videoconferencing until further notice, or until such time that the state of calamity or implementation of community quarantine shall have been lifted by proper government authorities. Interested bidders are advised to participate online. Link for the activity will be provided later.
6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **04 April 2022, 9:30 in the morning**. Late bids shall not be accepted.  
  
All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
7. Bid opening shall be on **04 April 2022, 9:30 in the morning** at the Plenary Hall, USSC Building, SLSU Main Campus. Bids will be opened through videoconferencing/online in the presence of the bidders' representatives who choose to attend the activity.
8. The Southern Leyte State University reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders and to make an award to the bidder whose proposal is deemed most advantageous to the government.
9. For further information, please refer to: SLSU Main Campus BAC Secretariat, Ground Floor, CCSIT Building, SLSU Main Campus, Sogod, Southern Leyte, with e-mail address: [bac\\_sg@southernleytestateu.edu.ph](mailto:bac_sg@southernleytestateu.edu.ph), Contact Nos. 09565490615 / 09078309506.
10. You may visit the following website to download the Bidding Documents: [www.slsuonline.edu.ph](http://www.slsuonline.edu.ph).

**11 March 2022**

Date

*Sgd.*

**MABEL R. CALVA, MPA**

Chairperson, Bids & Awards Committee

*Section II. Instructions to Bidders*

## 1. Scope of Bid

The Procuring Entity, *Southern Leyte State University Main Campus* wishes to receive Bids for the **Procurement of Services, Equipment & Other Machineries with Accessories for the Installation, Testing and Commissioning of Fiber Backbone and Wireless Interconnectivity (SMART CAMPUS)** with identification number *PB 2021-G&S-18*.

The Procurement Project (referred to herein as “Project”) is composed of **2 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 Trust Receipts in the amount of **Twenty One Million Nine Hundred Fifty Eight Thousand Two Hundred Pesos (₱21, 958,200.00)**.

The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

2.2. The source of funding is **Trust Receipts**

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
  - 1.1. 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 ***fifty percent (50%) of the ABC***. However, the Procuring Entity may require the following:
    - a) ***The bidder should have completed at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least the percentage of the ABC as required above; and***
    - b) ***The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.***
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

***The Procuring Entity has prescribed that subcontracting is not allowed.***

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **23 March 2022 9:30 A.M.**, as indicated in paragraph 5 of the IB. To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences through videoconference.

## 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 **five (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 **Philippine Pesos**.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for ***one hundred twenty 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 **three (3) copies** of the first and second components of its Bid using **A4 size paper**.

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.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address and contact number of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC;
- (d) bear the specific identification of this bidding process indicated in the 1.0; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, as specified in the IB.

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,

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



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.

## 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 One Project having several items, which shall be awarded as separate contracts per item.
- 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

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	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Referred to the <i>provision of upgraded Fiber LAN hardware equipment and its components and the Wireless Backhaul System including but not limited to, configuring the hardware, knowledge transfer of hardware subsystem and monitoring, bandwidth management, network management system, backup power, solar-power sources</i></p> <p>b. completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.</p>																				
7.1	<i>Subcontracting is not allowed.</i>																				
12	The price of the Goods shall be quoted DDP Region VIII or the applicable International Commercial Terms (INCOTERMS) for this Project.																				
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot</th> <th style="text-align: center;">ABC (in PhP)</th> <th style="text-align: center;">Bid Security Form</th> <th style="text-align: center;">Value (in PhP)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">21,286,200.00</td> <td>cash, cashier's / manager's check, bank draft/guarantee or irrevocable letter of credit (Equivalent to 2% of the ABC)</td> <td style="text-align: center;">425,724.60</td> </tr> <tr> <td></td> <td></td> <td>Surety Bond (Equivalent to 5% of the ABC)</td> <td style="text-align: center;">1,064,310.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">672,000.00</td> <td>cash, cashier's / manager's check, bank draft/guarantee or irrevocable letter of credit (Equivalent to 2% of the ABC)</td> <td style="text-align: center;">13,440.00</td> </tr> <tr> <td></td> <td></td> <td>Surety Bond (Equivalent to 5% of the ABC)</td> <td style="text-align: center;">33,600.00</td> </tr> </tbody> </table>	Lot	ABC (in PhP)	Bid Security Form	Value (in PhP)	1	21,286,200.00	cash, cashier's / manager's check, bank draft/guarantee or irrevocable letter of credit (Equivalent to 2% of the ABC)	425,724.60			Surety Bond (Equivalent to 5% of the ABC)	1,064,310.00	2	672,000.00	cash, cashier's / manager's check, bank draft/guarantee or irrevocable letter of credit (Equivalent to 2% of the ABC)	13,440.00			Surety Bond (Equivalent to 5% of the ABC)	33,600.00
Lot	ABC (in PhP)	Bid Security Form	Value (in PhP)																		
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		Surety Bond (Equivalent to 5% of the ABC)	33,600.00																		
19.3	Project will be awarded by lot.																				
20.2	The Bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:																				

	<ol style="list-style-type: none"> <li>1. Photocopy of Single Largest Completed Contract or Purchase Order, which should be signed by both parties;</li> <li>2. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be a copy of any verifiable document(s) such as but not limited to the following: <ol style="list-style-type: none"> <li>a) Contract/s or Purchase Order/s;</li> <li>b) Corresponding Sales Invoice/s;</li> <li>c) Official Receipt/Cash Receipt/Collection Receipt;</li> <li>d) Certification of Satisfactory Completion.</li> </ol> </li> <li>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: <ol style="list-style-type: none"> <li>i. 2021 Income Tax Return with proof of payment; and</li> <li>ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from December 2020 to October 2021.</li> </ol> </li> <li>4. Duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable. (Should expressly indicate the Authorized representative to transact with the Procuring Entity).</li> </ol> <p><i>* Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.</i></p> <p><i>** In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</i></p> <p><i>*** In case the valid Mayor's Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</i></p> <p><i>**** In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.</i></p>
20.3	<p>The winning bidder is required, within ten (10) calendar days from receipt of the Notice of Award, to submit the following:</p> <ol style="list-style-type: none"> <li>A. IF NOT SUBMITTED UNDER ENVELOPE NO. 1: <ol style="list-style-type: none"> <li>1. CURRENT AND VALID MAYOR'S/BUSINESS PERMIT;</li> <li>2. ORIGINAL NOTARIZED PROOF OF APPOINTMENT OF BIDDER'S AUTHORIZED REPRESENTATIVE;</li> <li>3. ORIGINAL NOTARIZED STATEMENT OF ALL ONGOING CONTRACTS;</li> <li>4. ORIGINAL NOTARIZED OMNIBUS SWORN STATEMENT OF THE BIDDER.</li> </ol> </li> </ol>

B. THE SECURITIES EXCHANGE COMMISSION (SEC) CERTIFICATE OF REGISTRATION OF THE FOREIGN CORPORATION, OR THE SEC CERTIFICATE OF REGISTRATION OF THE FOREIGN CONSULTING FIRM. AND/OR THE AUTHORITY OR LICENSE FROM THE APPROPRIATE GOVERNMENT AGENCY OF PROFESSIONAL REGULATORY BODY OF THE FOREIGN PROFESSIONALS ENGAGING IN THE PRACTICE OF REGULATED PROFESSIONS AND ALLIED PROFESSIONS, WERE APPLICABLE (REVISED AS PER GPPB RESOLUTION NO. 25-2019); AND

C. PERFORMANCE SECURITY IN ANY OF THE FOLLOWING ACCEPTABLE FORMS:

ACCEPTABLE FORMS OF PERFORMANCE SECURITY	AMOUNT OF PERFORMANCE SECURITY (NOT LESS THAN THE REQUIRED PERCENTAGE OF THE TOTAL CONTRACT PRICE)	DETAILS / REMARKS
1. CASH OR CASHIER'S/MANAGER'S CHECK ISSUED BY A UNIVERSAL BANK (UB) OR COMMERCIAL BANK (KB)	TEN PERCENT (10%)	THE POSTED SECURITY SHALL BE RETAINED BY SLSU FOR THE DURATION OF THE CONTRACT UNTIL ITS COMPLETION.
2. BANK DRAFT/GUARANTEE OR IRREVOCABLE LETTER OF CREDIT ISSUED BY A UB OR KB: PROVIDED, HOWEVER, THAT IT SHALL BE CONFIRMED OR AUTHENTICATED BY A UB OR KB, IF ISSUED BY A FOREIGN BANK (For a list of UBS/KBS refer to <a href="http://www.bsp.gov.ph">http://www.bsp.gov.ph</a> ).	TEN PERCENT (10%)	Valid from the date of issuance of performance security until issuance of Certificate of Final Acceptance by the end-user.  Conditions: 1. Must be valid until the issuance of the Certificate of Final Acceptance by the end-user department; 2. Must guarantee the faithful performance under the contract in accordance with the bidding documents; 3. Posted in favor of SLSU; and 4. Shall be forfeited in case of default by the supplier in any of its obligations under the contract.
3. SURETY BOND CALLABLE UPON DEMAND ISSUED BY A SURETY OR INSURANCE COMPANY DULY AUTHORIZED BY THE INSURANCE COMMISSION TO ISSUE SUCH SECURITY. <b>Notes:</b> a. The Surety Company should be authorized by the Insurance Commissioner to grant authority to private insurance companies to act as sureties in government transactions in accordance with IC Circular No. 2014-24 dated 28 May 2014. b. The surety company shall not be included in the GPPBs Negative List of Insurers pursuant to GPPB Guidelines for the	THIRTY PERCENT (30%)	

	<p>Establishment of Negative List of Surety and/or Insurance Companies (Appendix 29 of the 2016 Revised IRR)</p> <p>c. SLSU shall not accept Surety Bond with limiting conditions.</p> <p>d. SLSU hereby requests that the Supplier obtain its Surety from evaluated Surety Companies by the Insurance Commission.</p>		
<p>Notes:</p> <ol style="list-style-type: none"> <li>1. PERFORMANCE SECURITY (IN THE FORM OF SURETY BOND) ISSUED BY A PRIVATE INSURANCE FIRM IS ACCEPTABLE PROVIDED THAT THE SAID FIRM IS DULY AUTHORIZED BY THE INSURANCE COMMISSION (IC) TO ISSUE SURETY BONDS AND HAS NOT BEEN ISSUED A CEASE OR DESIST ORDER FROM THE IC OR IS CURRENTLY NOT INCLUDED IN THE BLACKLISTED FIRMS.</li> <li>2. FURTHERMORE, SURETY BOND WITH THE FOLLOWING OR SIMILAR CONDITION/PHRASE SHALL NO BE ACCEPTED: <ol style="list-style-type: none"> <li>A. "IN CASE OF DEFAULT BY THE OF THE PRINCIPAL, THIS BOND SHALL ONLY ANSWER FOR THE DIFFERENCE IN THE BID PRICE OF THE WINNING BIDDER AND THAT OF THE NEXT LOWEST COMPLYING BIDDER OR THAT OF THE NEW WINNING BIDDER IN CASE OF RE-BIDDING PLUS NECESSARY EXPENSES INCURRED BY THE OBLIGEE IN THE IN THE RE-BIDDING WHICH LIABILITY SHALL IN NO CASE EXCEED THE AMOUNT OF THE BOND";</li> <li>B. "THAT THE AMOUNT OF LIABILITY OF THE SURETY UNDER THIS BOND IS LIMITED TO THE ACTUAL LOSS OR DAMAGE SUSTAINED AND DULY PROVEN BY THE OBLIGEE"; OR</li> <li>C. "IT IS HEREBY FURTHER AGREED AND UNDERSTOOD THAT NO ACTION AT LAW OR EQUITY SHALL BE BROUGHT AGAINST THE SURETY UNDER THIS BOND UNLESS THE SAME IS BROUGHT BEFORE A COMPETENT COURT WITHIN ONE YEAR FROM THE DATE SAID WRITTEN NOTICE OF ANY EXISTING OBLIGATION IS RECEIVED BY THE SURETY, AS HEREIN STIPULATED."</li> </ol> </li> <li>3. THE CONTRACT AWARDEE UNDERTAKES THAT, FOR ITS OWN ACCOUNT, IT SHALL CAUSE THE EXTENSION OF THE VALIDITY OF THE PERFORMANCE SECURITY WHEN THE IMPLEMENTATION OF THE AWARDED CONTRACT HAS NOT YET BEEN ACCEPTED.</li> </ol>			

## *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	<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>The delivery terms applicable to the Contract are DDP delivered Sogod, Southern Leyte. In accordance with INCOTERMS.”</p> <p>The delivery terms applicable to this Contract are delivered in Sogod, Southern Leyte. 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 <b>JUANITA M. COSTILLAS, End-users Representative.</b></p> <p>.</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:  <i>Select appropriate requirements and delete the rest.</i></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> <li>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.</li> </ol>

	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>
	<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	<p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> <li>a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit;</li> <li>b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</li> <li>c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Clause 33.2 of Section II. Instructions to Bidders of the Bidding Documents, in lieu of the unnotarized PSD.</li> </ul>
3	<p>In accordance with item 6.4 of GPPB Resolution No. 09-202, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> <li>a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;</li> <li>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</li> </ul>

	<p>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 184 upon lifting of the State of Calamity, or community quarantine or similar restriction, as the case may be.</p>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>
5	<p><b>Warranty:</b> One (1) Year on System &amp; Support/Services – Bidder may opt for additional warranty period.</p>

## *Section VI. Schedule of Requirements*


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

Item No.	Please put a check mark on the lot to be bid	Description	Qty.	Total	Delivered, Weeks/Mos.
Lot 1	<input type="checkbox"/>	<b>Services, Equipment &amp; Other Machineries with Accessories for Fiber Backbone and Wireless Interconnectivity</b>			
		IP Radio, Dish-type, 5GHz, <i>34dBi or 30dBi</i>	32 units	32 units	
		IP Radio, 5GHz Carrier Radio with LTU Technology	32 units	32 units	
		IP Radio Radome Isolator	32 units	32 units	
		Intelligent WISP Control Point <i>with FiberProtect</i>	6 units	6 units	
		Ethernet Surge Protector (ESD Protection for Outdoor High-Speed Networks)	32 units	32 units	
		Stand-off Mount (Antenna Bracket with Adjustable Mount Angle)	32 sets	32 sets	
		Outdoor Battery Cabinet with Mounting Frame	5 units	5 units	
		Battery, Gel-type, 40-AH,12V	40 pcs.	40 pcs.	
		Solar Panel Monocrystalline 100w	30 pcs.	30 pcs.	
		<b>Accessories</b>			
		Ferrule Connector 2.5mm			
		Battery Jumper Cable 25mm x 6mm			
		Solar Power Cable 14/2			
		Solar Panel Bracket (100w x 3)	1 lot	1 lot	
		4x PoE Smart MPPT Charger			
		Premium Line Category 6 U/UTP, Slimline Patchcord			
		20ft Single Pole Tower 1.5" ( <i>for SOGOD Campus</i> )	3 pcs.	3 pcs.	
		40ft Single Pole Tower 1.5" ( <i>for BONTOC Campus</i> )	1 pc.	1 pc.	
		60ft Single Pole power 1.5" ( <i>for SAN JUAN Campus</i> )	1 pc.	1 pc.	
		80ft Single Pole power 1.5" ( <i>for HINUNANGAN Campus</i> )	1 pc.	1 pc.	
		<b>Accessories</b>			
		CAT5e , Cable-Carrier, <i>Outdoor, Carrier-class shielded cable with Integrated ESD drain wire</i>	1 lot	1 lot	
		CAT5e, Connectors, <i>shielded against ESD attacks</i>			
		<b>Fiber LAN Infrastructure</b>			
		<b>MDF Components</b>			
		Design enhanced server Cabinet 42U	5 units	5 units	
		Fan tray for 800mm depth	5 units	5 units	
		19" Fixed Shelf for 800mm depth server cabinet	5 units	5 units	
		1U 19" Cable Management, Duct type, black	13 units	13 units	



	1U 19" power distribution unit	10 units	10 units	
	Wall Mount Cabinet, height 12U	1 unit	1 unit	
	German cooling fan, with three pins German-type	1 unit	1 unit	
	1U Fixed Shelf for 600mm depth wall mount	1 unit	1 unit	
	1U 19" Cable Management, Duct type, black	1 unit	1 unit	
	1U 19" power distribution unit, w/ aluminum body	1 unit	1 unit	
	UPS - 2KVA	6 units	6 units	
	Battery Pack - 2KVA	6 units	6 units	
	1Gbps Multi-WAN (3-ports) Router Balance 380	1 unit	1 unit	
	Enterprise-level, Next-Generation Firewall	1 unit	1 unit	
	Network Management Software ( <i>for every campus</i> )	6 units	6 units	
	POE+ Switch 24-Port	6 units	6 units	
	Patch Panel, 24-Ports	6 units	6 units	
	SFP Switch 24P for MDF	7 units	7 units	
	19" Rack Mounted ODF, 48-core	2 units	2 units	
	ODF 24C SC-UPC SX with Tray	3 units	3 units	
	<b>Accessories</b>			
	SFP Module - SM-10G-BiDi	1 lot	1 lot	
	2m 10G SFP+ DAC, SFP Cables			
	SC/PC Duplex SM Adapter			
	FO Pigtail SC-UPC 1.5 meters			
	Fusion Sleeve			
	Patch Cord Cat6 1meter Slimline			
	RJ45 1G Module			
	<b>MDF Components</b>			
	Wall Mount Cabinet, height 12U	100 units	100 units	
	German cooling fan, with three pins German-type	100 units	100 units	
	1U Fixed Shelf for 450mm	100 units	100 units	
	1U 19" Cable Management, Duct type, black	100 units	100 units	
	1U 19" power distribution unit, w/ aluminum body	100 units	100 units	
	8-port, 150W, SWITCH	100 units	100 units	
	Access Point, 802.11ac, 3x3 MIMO Technology	27 pcs.	27 pcs.	
	Outdoor Access Point, Mesh, dual-band, 3x3 MIMO, 802.11ac	5 pcs.	5 pcs.	
	Access Point, 802.11ac-Wave2, 4x4 MIMO	4 pcs.	4 pcs.	
	UPS, 650VA	100 units	100 units	
	Premium Line 19" Rack Mounted ODF, 24cores	99 units	99 units	
	<b>Accessories</b>			
	LC/UPC-SC/UPC Simplex Single mode, SC/PC Duplex SM Adapter, Ceramic Sleeve, Fiber optic pigtail SC-UPC, 1.5 meters, Protection Sleeve for Optic Fiber Fusion Splice	lot		
	<b>EQUIPMENT</b>			
	5GHz AC Long Range Bridge, AP, CPE (with Dedicated Management Radio)	2 units	2 units	
	FO Fusion Machine • FTTH Fiber Optic Splicing Automatic Intelligent Fiber Optic Splicing Machine Optical Fusion Splicer with Multi-language	1 unit	1 unit	

		<ul style="list-style-type: none"> <li>• latest core alignment technology with auto focus and six motors</li> <li>• industrial quad-core CPU, fast response</li> <li>• 5 inches 800X480 high resolution screen</li> <li>• magnification of 300 times</li> <li>• 5 seconds speed core alignment welding</li> <li>• 15 seconds heating</li> <li>• Large capacity lithium battery</li> <li>• Focus mode: Six motors Auto focus</li> </ul>			
		OTDR [ <i>able to measure, 1310/1490/1550/1625/1650 nm (SMF); 850/1300 nm (MMF)</i> ]	1 unit	1 unit	
		<b>OSP Materials</b>			
		Fiber Optic Splice Closure, 48-core,Big, Dome Type	37 units	37 units	
		Pre-Fabricated Concrete Pole, 25-feet	37 units	37 units	
		Stainless Steel Strap 1/2 x 100ft	1 lot		
		Buckles, Stainless Steel, 1/2 C-254			
		24 Fiber Core SM, Armoured Multi Tube			
		06 Fiber Core SM, Armoured Multi Tube			
		Fusion Protection Sleeve			
		PE Hose 2" meters/Roll - SDR11			
		PE Hose 1" meters/Roll - SDR11			
		FOC Warning Tape 3"			
		Caution/WARNING Tape 3"			
		<b>Other Local Materials</b>			
		Cable Gland, 13-mm	1 lot		
		C14 Connector			
		Expansion Shield with Log Screw 10mm (Long)			
		Cable Clip 6mm			
		Cable Tie 6x200			
		Circuit Breaker, (Bolt-On/Plug-in), 20-Amps			
		Electrical Tape (EVAT) PS Mark, Black, 19 mm x 16 m x 0.155 mm			
		Electrical Metallic Tubing, Clamp, 1-inch			
		Electrical Metallic Tubing, Clamp, 1/2-inch			
		Fabricated FOC Dome Holder, <i>Pole Mounted</i>			
		G.I. Wire #16			
		Gang Box			
		Ground Clamp, 3/4"			
		Ground Rod, 3/4", 10ft			
		Loop Holder			
		Metal U-Guard - Galvanized, Sched40			
		Phenolic Board, 3/4", 2-feet x 2-feet			
		Phenolic Board, 3/4", 2-feet x 8-feet			
		Pre-Fabricated, Concrete Handhole, <i>with Concrete Cover</i>			
		PVC Pipe 1"			
		PVC Pipe 1/2"			
		THHN #12 (Black)			
		THHN #10 (Green)			
		Tox and Screw, 6-mm			

		Twist Lock Outlet and Plug, 30-Amps				
		Reusable Ties & Straps				
		<b>Engineering Services</b>				
		<i>Activities</i>				
		Trenching & Backfilling 400mm Depth	1 lot	1 lot		
		Excavation for Service Pole				
		Erection of Service Pole				
		Installation of Service Handholes				
		Layout of Underground Conduits 2"				
		Layout of Underground Conduits 1"				
		Installation of FOC Warning Tape				
		Installation of Riser Pipe from Hand Hole to Service Pole				
		Installation of Metal U-guard to Service Pole				
		Installation of Loop-Holder to Service Pole				
		Mounting of IDF & Components				
		Cable Pulling FOC 24C				
		Cable Pulling FOC 6C				
		Mounting of FOC Enclosure to Service Pole				
		FOC Fusion Splicing and Testing				
		Installation of MDF and Grounding				
		Roughing Ins, Cabling, Termination from CB to MDF				
		Installation of MDF Components				
		<b>Training - (Firewall, Fiber Splicing, Network Management-Backhaul &amp; Software-Defined Networking)</b>	1 lot	1 lot		
Lot 2		<b>Supply, Delivery &amp; Installation of Multimedia Center</b>				
		DSLR with Bokeh Lense	6 units	6 units		
		Audio-Video Production Accessories:	6 sets	6 sets		
		Tripod				
		Lavilier with wireless mic 1 receiver and 1 transmitter				
		Sound Card Set with Microphone				
		Green Screen with Stand				
		LED Video Lighting set with 1 key light, 1 x fill light and 2 side spill lights	6 sets	6 sets		

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature over Printed Name  
of Authorized Representative

\_\_\_\_\_  
Date



## *Section VII. Technical Specifications*

**Please refer to Annex "A"**

**Terms of Reference**

# 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>

## *Section VIII. Required Bid Forms*

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

---

**BID FORM**

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

**To: Southern Leyte State University Main Campus**  
**Sogod, Southern Leyte**

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------


(if none, state "None" ) ]

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

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

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



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

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

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

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

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

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

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

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

---

**For Goods Offered from Within the Philippines**

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

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

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

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

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

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

# *Price Schedule for Goods Offered from Abroad*

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

## *For Goods Offered from Abroad*

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

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

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

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

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

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

## Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

# Contract Agreement Form for the Procurement of Goods (Revised)

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

---

## CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. The parties herein may terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
6. Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof shall be settled by any mode of alternative dispute resolution prior to elevating an action in court.
7. Venue of all actions arising from this Agreement shall be brought exclusively to the jurisdiction of the appropriate Court of Sogod, Southern Leyte.
8. The parties herein recognize their responsibilities under Republic Act No. 10173 (Act), also known as the Data Privacy Act of 2012, with respect to the data they collect, record, organize, update, use, consolidate, and destruct by virtue of this Agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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



## Performance Securing Declaration (Revised)

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

***Section IX. 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);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (f) 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**
- (g) 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**
- (h) 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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding

calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (l) 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***

- (m) 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)***

- (n) *[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.
- (o) 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).

Republic of the Philippines



**SLSU MAIN CAMPUS**