



## **SPECIAL BIDS AND AWARDS COMMITTEE**

**FDA-SBAC Ref. No. ITB No. 2021-003-ICTMD**

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### **INVITATION TO BID**

#### **PROCUREMENT ON THE SUBSCRIPTION OF INTERNET PROTOCOL VIRTUAL PRIVATE NETWORK**

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1. The **Food and Drug Administration (FDA)**, through the **FDA Special Account in the General Fund (SAGF) of 2021** intends to apply the sum of **Eight million pesos (Php 8,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **PROCUREMENT IN THE SUBSCRIPTION OF INTERNET PROTOCOL VIRTUAL PRIVATE NETWORK**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

**The Food and Drug Administration (FDA)** through the **FDA Special Account in the General Fund (SAGF) of 2021** intends to apply the sum of **Eight Million Pesos (P8,000,000.00)** being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. **The Food and Drug Administration (FDA)** now invites bids for the above Procurement Project. Delivery of the Goods **should not be more than (90) calendar days upon receipt of Notice to Proceed (NTP)**. 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 (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- Prospective Bidders may obtain further information from **Special Bids and Awards Committee Secretariat** and inspect the Bidding Documents at the address given below during **8:00AM to 5:00 PM weekdays**.

A complete set of Bidding Documents may be acquired by interested Bidders on **26 September 2021** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (P10, 000.00)*.

FDA will be accepting payments for Bidding Documents through direct deposit or through online fund transfer with bank details as follows:

DBP Bank Account Name	Food and Drug Administration Special Fund
DBP Bank Account No.	0430-013669-030

Kindly email the proof of successful online transfer or validated slip together with the assessment slip issued by the FDA – Special Bids and Awards Committee (FDA-SBAC) to [sbac\\_it@fda.gov.ph](mailto:sbac_it@fda.gov.ph)/[mcsantella@fda.gov.ph](mailto:mcsantella@fda.gov.ph)/[ercervantes@fda.gov.ph](mailto:ercervantes@fda.gov.ph) with the corresponding payment details/particulars. Assessment slip shall be issued online using the same email account stated above. (See FDA Advisory 2020-1819.)

*[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]*

- The **Food and Drug Administration** will hold a - **Pre Bid Conference on 4 October 2021, 10:00AM** through video conferencing or webcasting via **ZOOM LINK** <https://us06web.zoom.us/j/84878886978?pwd=VFNXYWVLT0t3am9PRnNoV0UrMVVFVZz09>, which shall be open to prospective bidders.
- Bids must be duly received by the BAC Secretariat through **ONLINE** submission at the email address indicated below, as indicated below on or before **18 October 2021, 09:30AM**. **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.
- Bid opening shall be on **18 October 2021, 10:00AM** via Zoom link <https://us06web.zoom.us/j/84678324677?pwd=L2U5MHB5eEpKN2VXbjhJUFJSTzE1QT09> Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- The **Food and Drug Administration** 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.

10. For further information, please refer to:

**MARILYN C. SANTELLA / EMMA R. CERVANTES**

FDA- SBAC Secretariat

Food and Drug Administration

Civic Drive, Filinvest City, Alabang Muntinlupa City

[sbac\\_it@fda.gov.ph/mcsantella@fda.gov.ph/ercervantes@fda.gov.ph](mailto:sbac_it@fda.gov.ph/mcsantella@fda.gov.ph/ercervantes@fda.gov.ph)

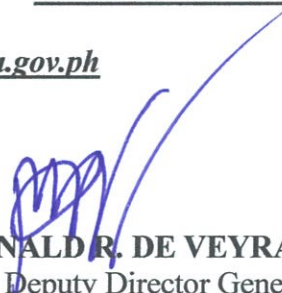
Tel. No. 632-8857-1900 local 8312,

[ww2.fda.gov.ph](http://ww2.fda.gov.ph)

11. You may visit the following websites:

For downloading of Bidding Documents: <https://www.fda.gov.ph>  
PhilGEPS website

For online bid submission: [sbac\\_it@fda.gov.ph](mailto:sbac_it@fda.gov.ph)



**ATTY. RONALD R. DE VEYRA, MBA, CESO II**

Deputy Director General - IM

Chairperson, FDA- Special Bids and Awards Committee

Date: 16 September 2021

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

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, Food and Drug Administration (FDA) wishes to receive Bids for the **PROCUREMENT ON THE SUBSCRIPTION OF INTERNET PROTOCOL VIRTUAL PRIVATE NETWORK** with identification number **ITB No. 2021-003-ICTMD**.

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 FY 2021 in the amount of **Eight Million Pesos (8,000,000.00)**.

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. *[Select one, delete other/s]*
  - a. 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.
  - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies]* of the ABC for this Project; and
    - ii. 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:

- a. **Subcontracting is not allowed.**

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

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

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the

Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed 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 the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

- a. **Philippine Pesos.**

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until ***15 February 2022***. 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**

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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.

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

16.1. The Bidders shall submit on the specified date and time 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 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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*

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <b>PROCUREMENT OF SUBSCRIPTION OF INTERNET PROTOCOL VIRTUAL PRIVATE NETWORK</b> completed within <b>five (5) year</b> prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>
12	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.
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> <p>a. The amount of not less than _____ <i>[Indicate the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than _____ <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>
19.3	<b>Procurement of Subscription of INTERNET PROTOCOL VIRTUAL PRIVATE NETWORK with an Approved Budget of the Contract (ABC) of Eight Million pesos (Php 8,000,000.00)</b>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184 which includes the Performance Securing Declaration (PSD) as an alternate performance security during a state of calamity or imposition of community quarantine pursuant to GPPB Resolution No. 09-2020;

## 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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><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> </ol>

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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:

*Select appropriate requirements and delete the rest.*

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<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> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<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><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></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 Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<b>PROCUREMENT OF SUBSCRIPTION INTERNET PROTOCOL VIRTUAL PRIVATE NETWORK</b>	1 lot	P8,000,000.00	<b>Should not be more than 90 calendar days upon receipt of Notice to Proceed  (NTP)</b>

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

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.



## 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>

## ANNEX A

### TECHNICAL SPECIFICATIONS ON THE PROCUREMENT OF SUBSCRIPTION OF INTERNET PROTOCOL VIRTUAL PRIVATE NETWORK

SCOPE OF WORK
The project covers the delivery, installation, testing, maintenance, documentation and support of the Wide Area Network (WAN) Services - Internet Protocol Virtual Private Network (IPVPN) connectivity for one (1) year.
1. Install and manage WAN MPLS-based IPVPN Services to address initial requirements;
2. Supply the connectivity, router and other ancillary equipment;
3. Ensure the security of FDA Enterprise Network;
<b>TECHNICAL REQUIREMENTS:</b>
1. Prospected Bidders must submit detailed work plan specifying installation design, detailed activities, connectivity diagram from end user premise up to the last mile and timelines in order to determine compatibility with existing FDA Local Area Network configuration and the FDA building's electrical power rating. Prospected Bidders are required to conduct site inspection.
a. The Service Provider must be a Tier 1 Telecommunications company that has their own core data network running over its nationwide fiber-optic backbone network
b. IPVPN with Quality of Service (QoS).
c. Must be able to allow users to prioritize network applications such as voice, data and video to ensure reliable and high quality transmission.
d. Must utilize the latest routing technology Multi-Protocol Label Switching (MPLS) label for each customer to ensure security for the IPVPN Service.
e. The last mile facility going to the FDA Head Office and NCR Sites <b>must be fiber</b> – based connectivity. For the Regional Offices, the last mile facility must be <b>fiber-based or copper based connectivity</b> . Otherwise, last option for establishing the connectivity is to utilize a <b>point-to-point radio communication</b> .
f. The proponent must certify that the cable facility being used in the connectivity between the proponent's circuit and FDA Head Office is exclusively owned and operated by the proponent. The proponent must provide a certification that it uses its own domestic nationwide network.
<b>g. Subscription Period - Five (5) year/s</b>
h. Subscription must <b>include modem, router or any device that will terminate the last mile facility to at least Ethernet or Fast Ethernet that will interconnect to FDA Local Area Network (LAN)</b> .
i. The winning bidder shall provide necessary cables to interconnect and operate equipment
j. The winning bidder shall install the links for all the FDA Offices. Refer to (Annex Letter) for the list of offices.
k. The winning bidder shall provide necessary cables to interconnect and operate equipment
l. The winning bidder shall install and configure the modems, routers and necessary cables to operationalize all the links.
Installation period <b>should not be more than (90) calendar days</b> . The proponent shall indicate the details of installation for the entire project. Both parties will determine the installation and implementation based upon the agreed schedule. The winning proponent shall <u>guarantee installation and testing of the equipment within the specified period of agreed schedule</u> .
Testing should be done for all sites to ensure the efficiency of the link including reachability of these sites from branches with single WAN Connection. <b>Test results should be provided to FDA Representatives</b> .
During the subscription period, the bidder shall provide technical personnel to service the communication links and equipment whenever hardware and/or any related problem should occur.
Helpdesk, on-call and on-site support must be available 24 hours a day, 7 days a week (24 hours x 7 days) including holidays.
A technician must be onsite 4 hours after a problem has been reported for sites within Metro Manila and next available mode of transportation for sites outside Metro Manila. Resolution time must be within 12 hours for sites within Metro Manila and 24 hours for sites outside Metro Manila. Service Units must be provided in case the equipment is needed to be pulled out.
The winning bidder shall shoulder all expenses of their technical personnel who will be providing the technical services on-site

The winning bidder shall provide trouble escalation contact information.				
To monitor the actual bandwidth usage/utilization of the IPVPN Network, a web-based bandwidth usage monitoring tool must be provided. The tools should display the real-time, daily, weekly, monthly, and yearly traffic utilization and can be downloaded in PDF Format.				
The winning bidder <b>shall provide test results</b> for each site to determine the efficiency of the links.				
FDA personnel shall review and approve the installation and testing conducted by the winning bidder before the final acceptance and turn-over of the project in accordance with the payment milestones.				
Certification from government agencies that prospective bidder has rendered satisfactory performance for completed similar projects within the last five (5) years immediately preceding the date of submission and receipt of bids.				
<ul style="list-style-type: none"> <li>a. Project Name/Description;</li> <li>b. Contract Date/Year;</li> <li>c. Total Amount for each project;</li> <li>d. Projects were satisfactorily completed</li> </ul>				
<b>Certification that the bidder's network infrastructure is compliant to the latest Metro Ethernet Forum (MEF) Carrier Ethernet (2.0).</b>				
Documentary proof that they have the following technical personnel that will support FDA:				
<ul style="list-style-type: none"> <li>a. At least five (5) Certified IT Internetworking Experts;</li> <li>b. At least ten (10) Metro Ethernet Forum (MEF) Carrier Ethernet Professional 2.0;</li> <li>c. At least three (3) Certified Project Management Professional</li> </ul>				
<b>PROJECT SITES</b>				
		Type of Link	Fixed Bandwidth	Remarks
Region	Delivery Sites and Addresses	IP VPN Backhaul	Total <b>152 Mbps</b>	
HQ	FDA Head Office Alabang (Food and Drug Administration Civic Dr Muntinlupa 1781 Metro Manila)	IPVPN	12 Mbps	
<b>North Luzon</b>	3/F Primus Medicus Bldg., San Isidro, San Fernando Pampanga			
<i>Regional Field Office I</i>	GNET Bldg. Quezon Ave., Brgy. III, San Fernando City, La Union	IPVPN	8 Mbps	
<i>Regional Field Office II</i>	3/F Diwa Bldg., College Avenue, Tuguegarao City, Cagayan	IPVPN	8 Mbps	
<b>Regional Field Office III</b>	3/F Primus Medicus Bldg., San Isidro, San Fernando Pampanga	IPVPN	8 Mbps	
<i>Regional Field Office CAR</i>	Jovelyn Quilacio Reality Services Bldg., Padre Zamora St., Baguio City	IPVPN	8 Mbps	
<b>SOUTH LUZON CLUSTER</b>	Civic Drive, Filinvest City Alabang, Muntinlupa City			
<i>Regional Field Office IV-A</i>	Unit D, Milan Prestige Bldg., National Highway, Brgy Halang, Calamba City, Laguna	IPVPN	12 Mbps	
<i>Regional Field Office IV-B</i>	3/F Halcon Heights Bldg., Roxas Drive cor. Dama De Noche, Brgy. LumangBayan, Calapan City, Oriental Mindoro	IPVPN	8 Mbps	
<b>Regional Field Office NCR</b>	Civic Drive, Filinvest City Alabang, Muntinlupa City	IPVPN	12 Mbps	
<i>Regional Field Office V</i>	DOH-RO V Compound, Legasp City, Albay	IPVPN	8 Mbps	
<b>VISAYAS CLUSTER</b>	FDA Bldg., North Road Jagobiao, Jagobiao, Mandaue City, Cebu			
<i>Regional Field Office VI</i>	3/F Gaisano City, Luna La Paz, Iloilo City	IPVPN	8 Mbps	
<b>Regional Field Office VII</b>	FDA Bldg., North Road Jagobiao, Jagobiao, Mandaue City, Cebu	IPVPN	8 Mbps	

<i>Regional Field Office VIII</i>	Perfetual Help Credit Cooperative Bldg., cor Real Sangkahan, Calanipawan Road, Tacloban City	IPVPN	8 Mbps	
<b>MINDANAO EAST CLUSTER</b>	#31 2/F, Lotrim Construction Inc., Bldg. Quimpo Blvd., Ecoland, Davao City			
<i>Regional Field Office X</i>	2/F Chan Yu, St. John Caltex, zone 7, Bulua, Cagayan De Oro City, Misamis Oriental	IPVPN	8 Mbps	
<b>Regional Field Office XI</b>	#31 2/F, Lotrim Construction Inc., Bldg. Quimpo Blvd., Ecoland, Davao City	IPVPN	12 Mbps	
<i>Regional Field Office XIII</i>	Nimfa Tiu Bldg., Acosta Subdivision, Libertad, Butuan City	IPVPN	8 Mbps	
<b>MINDANAO WEST CLUSTER</b>	2/F PAFCPIC Bldg., Azucena Suterville, San Jose Gusu, Zamboanga City			
<b>Regional Field Office IX</b>	2/F PAFCPIC Bldg., Azucena Suterville, San Jose Gusu, Zamboanga City	IPVPN	8 Mbps	
<i>Regional Field Office XII</i>	2/f uga Bldg., General Santos Drive, Koronadal City, South Cotabato	IPVPN	8 Mbps	

**Delivery Period: Should not be more than 90 calendar days after receipt of Notice to Proceed (NTP)**

**• TECHNICAL SPECIFICATIONS/DESCRIPTIONS  
(FDA-SBAC ITB No. 2021-003-ICTMD)**

**Procurement Project Title:**

**Delivery, Installation, Testing, Maintenance, Documentation and Support of the Wide Area Network (WAN) Services - Internet Protocol Virtual Private Network (IPVPN) connectivity for one (1) year**

<b>End User: ICTMD</b>	<b>Quantity: One (1) Lot</b>
<b>Approved Budget for the Contract: <u>PHP8,000,000.00</u></b>	
<b>TECHNICAL SPECIFICATIONS</b>	<b>SUPPLIER'S SPECIFICATION</b> <i>Supplier Declaration to the End-User's Technical Specifications (State whether "<b>COMPLY</b>" or "<b>NOT COMPLY</b>" only). <u>Indicate the page number of the specs of the critical components in the brochure.</u></i>
<b>SPECIFICATIONS</b>	
The project covers the delivery, installation, testing, maintenance, documentation and support of the Wide Area Network (WAN) Services - Internet Protocol Virtual Private Network (IPVPN) connectivity for one (1) year and provision for renewal for another year	
1. Install and manage WAN MPLS-based IPVPN Services to address initial requirements;	
2. Supply the connectivity, router and other ancillary equipment;	
3. Ensure the security of FDA Enterprise Network;	
<b>TECHNICAL REQUIREMENTS:</b>	
1. Prospected Bidders must submit detailed work plan specifying installation design, detailed activities, connectivity diagram from end user premise up to the last mile and timelines in order to determine compatibility with existing FDA Local Area Network configuration and the FDA building's electrical power rating. Prospected Bidders are required to conduct site inspection.	
a. The Service Provider must be a Tier 1 Telecommunications company that has their own core data network running over its nationwide fiber-optic backbone network	
b. IPVPN with Quality of Service (QoS).	
c. Must be able to allow users to prioritize network applications such as voice, data and video to ensure reliable and high quality transmission	
d. Must utilize the latest routing technology Multi-Protocol Label Switching (MPLS) label for each customer to ensure security for the IPVPN Service.	
e. The last mile facility going to the FDA Head Office and NCR Sites <b>must be fiber</b> – based connectivity. For the Regional Offices, the last mile facility must be <b>fiber-based or copper based connectivity</b> . Otherwise, last option for establishing the connectivity is to utilize a <b>point to-point radio communication</b> .	

<p>. The proponent must certify that the cable facility being used in the connectivity between the proponent's circuit and FDA Head Office is exclusively owned and operated by the proponent. The proponent must provide a certification that it uses its own domestic nationwide network.</p>	
<p><b>h. Subscription must include modem, router or any device that will terminate the last mile facility to at least Ethernet or Fast Ethernet that will interconnect to FDA Local Area Network (LAN).</b></p>	
<p>i. The winning bidder shall provide necessary cables to interconnect and operate equipment</p>	
<p>j. The winning bidder shall install the links for all the FDA Offices. Refer to (Annex Letter) for the list of offices.</p>	
<p>k. The winning bidder shall provide necessary cables to interconnect and operate equipment</p>	
<p>l. The winning bidder shall install and configure the modems, routers and necessary cables to operationalize all the links.</p>	
<p>Installation and delivery period should not be more than (90) calendar days. The proponent shall indicate the details of installation for the entire project. Both parties will determine the installation and implementation based upon the agreed schedule. The winning proponent shall guarantee installation and testing of the equipment within the specified period of agreed schedule</p>	
<p>Testing should be done for all sites to ensure the efficiency of the link including reachability of these sites from branches with single WAN Connection. Test results should be provided to FDA Representatives.</p>	
<p>During the subscription period, the bidder shall provide technical personnel to service the communication links and equipment whenever hardware and/or any related problem should occur.</p>	
<p>Helpdesk, on-call and on-site support must be available 24 hours a day, 7 days a week (24 hours x 7 days) including holidays.</p>	
<p>A technician must be onsite 4 hours after a problem has been reported for sites within Metro Manila and next available mode of transportation for sites outside Metro Manila. Resolution time must be within 12 hours for sites within Metro Manila and 24 hours for sites outside Metro Manila. Service Units must be provided in case the equipment is needed to be pulled out.</p>	
<p>The winning bidder shall shoulder all expenses of their technical personnel who will be providing the technical services on-site</p>	
<p>The winning bidder shall provide trouble escalation contact information.</p>	
<p>To monitor the actual bandwidth usage/utilization of the IPVPN Network, a web-based bandwidth usage monitoring tool must be provided. The tools should display the real-time, daily, weekly, monthly, and yearly traffic utilization and can be downloaded in PDF Format.</p>	
<p>The winning bidder <b>shall provide test results</b> for each site to determine the efficiency of the links</p>	
<p>FDA personnel shall review and approve the installation and testing conducted by the winning bidder before the final acceptance and turn-over of the project in accordance with the payment milestones.</p>	
<p>Certification from government agencies that prospective bidder has rendered satisfactory performance for completed similar projects within the last five (5) years immediately preceding the date of submission and receipt of bids.</p>	
<p>a. Project Name/Description;</p>	

b. Contract Date/Year;				
c. Total Amount for each project;				
d. Projects were satisfactorily completed				
<b>Certification that the bidder's network infrastructure is compliant to the latest Metro Ethernet Forum (MEF) Carrier Ethernet (2.0).</b>				
Documentary proof that they have the following technical personnel that will support FDA:				
a. At least five (5) Certified IT Internetworking Experts;				
b. At least ten (10) Metro Ethernet Forum (MEF) Carrier Ethernet Professional 2.0;				
c. At least three (3) Certified Project Management Professional				
<b>PROJECT SITES</b>		Type of Link	Fixed Bandwith	
Region	Delivery Sites and Addresses	IP VPN Backhaul	Total <b>152 Mbps</b>	
HQ	FDA Head Office Alabang (Food and Drug Administration Civic Dr Muntinlupa 1781 Metro Manila)	IPVPN	12 mbps	
<b>North Luzon</b>	3/F Primus Medicus Bldg., San Isidro, San Fernando Pampanga	IPVPN		
<i>Regional Field Office I</i>	GNET Bldg. Quezon Ave., Brgy. III, San Fernando City, La Union	IPVPN	8 mbps	
<i>Regional Field Office II</i>	3/F Diwa Bldg., College Avenue, Tuguegarao City, Cagayan	IPVPN	8 mbps	
<i>Regional Field Office III</i>	3/F Primus Medicus Bldg., San Isidro, San Fernando Pampanga	IPVPN	8 mbps	
<i>Regional Field Office CAR</i>	Jovelyn Quilacio Reality Services Bldg., Padre Zamora St., Baguio City	IPVPN	8 mbps	
<b>SOUTH LUZON CLUSTER</b>	Civic Drive, Filinvest City Alabang, Muntinlupa City	IPVPN		
<i>Regional Field Office IV-A</i>	Unit D, Milan Prestige Bldg., National Highway, Brgy Halang, Calamba City, Laguna	IPVPN	12 mbps	

<i>Regional Field Office IV-B</i>	3/F Halcon Heights Bldg., Roxas Drive cor. Dama De Noche, Brgy. LumangBayan, Calapan City, Oriental Mindoro	IPVPN	8 mbps	
<b>Regional Field Office NCR</b>	Civic Drive, Filinvest City Alabang, Muntinlupa City	IPVPN	12 mbps	
<i>Regional Field Office V</i>	DOH-RO V Compound, Legasp City, Albay	IPVPN	8 mbps	
<b>VISAYAS CLUSTER</b>	FDA Bldg., North Road Jagobiao, Jagobiao, Mandaue City, Cebu	IPVPN		
<i>Regional Field Office VI</i>	3/F Gaisano City, Luna La Paz, Iloilo City	IPVPN	8 mbps	
<b>Regional Field Office VII</b>	FDA Bldg., North Road Jagobiao, Jagobiao, Mandaue City, Cebu	IPVPN	8 mbps	
<i>Regional Field Office VIII</i>	Perfetual Help Credit Cooperative Bldg., cor Real Sangkahan, Calanipawan Road, Tacloban City	IPVPN	8 mbps	
<b>MINDANAO EAST CLUSTER</b>	#31 2/F, Lotrim Construction Inc., Bldg. Quimpo Blvd., Ecoland, Davao City	IPVPN		
<i>Regional Field Office X</i>	2/F Chan Yu, St. John Caltex, zone 7, Bulua, Cagayan De Oro City, Misamis Oriental	IPVPN	8 mbps	
<b>Regional Field Office XI</b>	#31 2/F, Lotrim Construction Inc., Bldg. Quimpo Blvd., Ecoland, Davao City	IPVPN	12 mbps	
<i>Regional Field Office XIII</i>	Nimfa Tiu Bldg., Acosta Subdivision, Libertad, Butuan City	IPVPN	8 mbps	
<b>MINDANAO WEST CLUSTER</b>	2/F PAFCPIC Bldg., Azucena Suterville, San Jose Gusu, Zamboanga City	IPVPN		
<b>Regional Field Office IX</b>	2/F PAFCPIC Bldg., Azucena Suterville, San Jose Gusu, Zamboanga City	IPVPN	8 mbps	
<i>Regional Field Office XII</i>	2/f uga Bldg., General Santos Drive, Koronadal City, South Cotabato	IPVPN	8 mbps	



I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct otherwise if found to be false either during bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.

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Name of Company/Supplier

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Date

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Signature Over Printed Name of Authorized Representative

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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

## Section VIII

### 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

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) 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**

- (k) 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***

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- (n) Original of duly signed and accomplished Price Schedule(s).

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



## **DETAILED INSTRUCTIONS/PROCEDURES FOR THE ONLINE SUBMISSION OF BID DOCUMENTS**

1. Bidders shall submit their bids using a two-factor security procedure consisting of password protection and an archive format compression using zip file format (.zip). The electronic file should be named using the Invitation to Bid Number and Name of Bidder separated by an underscore symbol (e.g. ITB 2020-001-ICTMD\_Food and Drug Administration).
2. The bid document should consist of two separate folders containing the technical and financial components. Each folder should be named as “Envelope 1” for technical component and “Envelope 2” for financial component.
3. All documents in the technical component and financial component should be arranged, numbered and named in separate files following Section VIII of the Six Edition of the Philippine Bidding Document.
4. All document files must be scanned with at least 150 dots-per-inch (dpi) and should be in PDF file format with a secured password protection.
5. Bidders shall ensure that their bid documents are properly compressed where electronic files are operable, usable, not corrupted, and free from bugs and viruses.
6. Bid documents shall be submitted through online via email to [sbac\\_it@fda.gov.ph](mailto:sbac_it@fda.gov.ph), with the subject using the Invitation to Bid Number and Name of Bidder separated by an underscore symbol (e.g. ITB 2020-001-ICTMD\_Food and Drug Administration), before the closing date and time specified in the Bidding Documents.
7. Upon receipt of Assessment/Order of Payment from BAC Secretariat, bidders shall pay the corresponding fee for bid documents through the authorized payment channels.



8. Upon receipt of Bids, FDA BAC shall generate a Bid receipt page for the official time of submission which can be saved or printed by the bidder.
9. Bidders may modify or withdraw their Bid at any time before the deadline for the submission and receipt of bids. Where a bidder modifies its Bid, it shall send another Bid equally secured, properly identified, and labelled "MODIFICATION" followed by an underscore symbol prepended to the one previously submitted (e.g. MODIFICATION\_ITB 2020-001-ICTMD\_Food and Drug Administration). The time indicated in the latest Bid receipt page generated shall be the official time of submission. Bids submitted after the deadline shall not be accepted.



**ATTY. RONALD R. DE VEYRA, MBA, CESO II**  
Deputy Director General-IM  
SBAC Chairperson