PHILIPPINE BIDDING DOCUMENTS

Supply, Delivery, and Installation of a Private Automatic Branch Exchange (PABX) System

Government of the Republic of the Philippines

Government Procurement Policy Board – Technical Support Office

BAC-GDS-2023-006

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 GOVERNMENT PROCUREMENT POLICY BOARD TECHNICAL SUPPORT OFFICE



INVITATION TO BID FOR SUPPLY, DELIVERY, AND INSTALLATION OF A PRIVATE AUTOMATIC BRANCH EXCHANGE (PABX) SYSTEM

- 1. The Government Procurement Policy Board Technical Support Office (GPPB-TSO) through the FY 2023 General Appropriations Act intends to apply the sum of Three Million Five Hundred Thousand Pesos (PhP 3,500,000.00) being the ABC to payments under the contract for Supply, Delivery, and Installation of a Private Automatic Branch Exchange (PABX) System with Project ID No. BAC-GDS-2023-006. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *GPPB-TSO* now invites bids for the above Procurement Project. *The project shall be completed within 120 calendar days from receipt of the Notice to Proceed*. 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 nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from the *BAC Secretariat* and inspect the Bidding Documents at the address given below during *office hours from* 7:00 AM to 5:00 PM, Mondays to Fridays, except holidays.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 19 May 2023 and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (PhP5,000.00) only. A bidder is allowed to pay the applicable fee via the Landbank Link Biz Portal which can be accessed through this link: <u>https://www.lbpeservices.com/egps/portal/index.jsp</u> and shall present its proof of payment to the BAC Secretariat on or before the deadline of submission of bid or may send a copy thru the email address given below.
- 6. The GPPB-TSO will hold a Pre-Bid Conference¹ on *30 May 2023 at 9:00 AM via Zoom Videoconferencing*, which shall be open to prospective bidders. Interested bidders may

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.



GOVERNMENT PROCUREMENT POLICY BOARD TECHNICAL SUPPORT OFFICE



join the pre-bid conference through this link: <u>https://zoom.us/j/97739124299?pwd=Y09TSXdaazdHVUh0M2RGL1ZvSGEvQT09</u>

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *13 June 2023 at 9:00 AM*. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on *13 June 2023, 9:00 AM* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *Head of the Procuring Entity of the GPPB-TSO* 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.
- 11. For further information, please refer to:

BAC Secretariat Government Procurement Policy Board – Technical Support Office Unit 2506, 25th Flr., Raffles Corporate Center, F. Ortigas Jr. Road Ortigas Center, Pasig City <u>bacsec@gppb.gov.ph</u> 7900-6741 to 44 <u>http://www.gppb.gov.ph</u>

12. You may visit the GPPB-TSO website for the downloading of Bidding Documents: <u>https://gppb.gov.ph/bid-notices.php</u>

Issued on 19 May 2023.

JULIE D ABRIGO Chairperson, Bids and Awards Committee

Republic of the Philippines



GOVERNMENT PROCUREMENT POLICY BOARD TECHNICAL SUPPORT OFFICE



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, <u>Government Procurement Policy Board – Technical Support</u> <u>Office (GPPB-TSO)</u> wishes to receive Bids for the <u>Supply, Delivery, and Installation</u> <u>of the Private Automatic Branch Exchange (PABX) System</u> with Project identification number <u>BAC-GDS-2023-006</u>.

2. Funding Information

- 2.1. The GoP through the source of funding as indicated below for **FY 2022** in the amount of **Three Million Five Hundred Thousand Pesos (PhP3,500,000.00)**.
- 2.2. The source of funding is <u>General Appropriations Act 2022 Continuing Fund</u>.

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.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have a Single Largest Completed Contract (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 <u>at least fifty percent (50%)</u> <u>of the ABC.</u>

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 **<u>subcontracting is not allowed</u>**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through **Zoom Videoconferencing** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within <u>five (5) years</u> prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May

2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS.**

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 Declaration² 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 <u>120 calendar days from the Bid</u> <u>Opening</u>. 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.

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

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing,

 $^{^2}$ 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.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as <u>one (1) Project having several items that shall</u> <u>be awarded as one contract.</u>

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

ITB			
Clause			
5.3	For this purpose, contracts similar to the Project shall be:		
	a. Supply, Delivery, and Installation of a Private Automatic Branch Exchange (PABX) System or IP-PBX System.		
	b. completed within <u>five (5) years</u> prior to the deadline for the submission and receipt of bids.		
7.1	No further instruction.		
12	No further instruction.		
14.1	 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than PhP70,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP175,000.00 if bid security is in Surety Bond. 		
19.3	No further instruction.		
20.2	No further instruction.		
21.2	No further instruction.		

Bid Data Sheet

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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

GCC Clause	
1	Scope of Work and Document Requirement
	General Requirements
	• The Service Provider (SP) shall be responsible for the supply, delivery, and installation, including the design, configuration, commissioning, and other necessary test procedures, for the successful implementation of the PABX system of the GPPB-TSO new building.
	• The SP shall assess the GPPB-TSO's IP-PBX needed policy infrastructure such as but not limited to the connections, user's access roles and rules, and security policies.
	• The SP shall assist the GPPB-TSO System Administrator to configure the server, switches, and other equipment.
	• The SP shall assist the GPPB-TSO in defining the administrative and system security policies, practices, and codes
	• The SP shall be responsible for communicating with the SIP trunk provider for the necessary integration to the system. The SP shall ensure that the system works properly for inbound and outbound calls.
	• The SP shall integrate all distribution switches to the core switch using routing protocols. The distribution switch shall be the gateway of access switches and end-users.
	• The SP shall provide all the necessary equipment and perform all works as required under this TOR. The SP shall also provide all materials necessary for the successful implementation and completion of the project.
	• The SP shall provide administrative and management tools for the IP-PBX.
	• The SP's scope of work does not include the cable layout from the electrical room to the workstations. CAT6 cables from electrical rooms to the workstations shall be provided and installed by the General Contractor of the new building of the GPPB-TSO.
	• The SP shall be responsible for testing and debugging the system.
	• The SP shall provide training to the system administrator in managing and maintaining the system, such as but not limited to the following:

Special Conditions of Contract

	Installation, configuration, operation, and maintenance of major PBX/VOIP and network equipment.
	Installation, configuration, operation, and maintenance of voice uipment
	Installation, configuration, operation, and maintenance of the rd phones and soft phones.
two (2)	SP shall provide a warranty of one (1) year for equipment and) years after sales support and on-site maintenance services. The all render the following support during the warranty period when d:
b) c) d) e) f)	The SP provide technical support and shall be provided, when requested, through onsite visits within regular working hours from Monday to Friday,8:00 AM to 3:00 PM. Once trouble is encountered or needs technical assistance, the presence of the SP is required. In case the problem involves the services of the telco provider, the SP shall assist the GPPB-TSO in resolving the issues. If the supplied equipment is found defective and needs to be pulled out, the SP shall provide a replacement with the same or higher specifications. The SP shall rectify and or/replace any part that fail to pass any test/inspection or make alteration necessary to meet the specification. The SP shall be responsible and accountable for any damage caused solely by the service to the GPPB-TSO Building as a direct result of the installation maintenance, and removal of any cabling components and devices. The SP shall provide diagnostic reports and updates in case of connection failure. The SP shall provide support and maintenance during the warranty period. The SP shall be responsible for all the costs related to the warranty period for hardware products.
Pre-installatio	
Notice of the d activitie GPPB-	SP shall submit, within ten (10) calendar days upon receipt of the to Proceed, a detailed work plan to the GPPB-TSO for approval luly authorized representative of the GPPB-TSO, with schedule of es, details of activities, and monitoring tool as a reference of the TSO in evaluating the work accomplishments and status of the entation of the project.
Installation, C	Configuration, and Commissioning

	• Supply, deliver, and install all the required works and equipment in accordance with the duly approved Work Plan and with the technical specifications required under this TOR.
	• The SP shall be responsible for the termination of the cables to the equipment in the server room and electrical room.
	• The SP shall provide six (6) feet data cabinet for IP-PBX system. The main equipment and server of the IP-PBX system shall be installed in the server room.
	• The SP shall provide patch panels and network switches for the IP- PBX System and will also separate the management of voice from the data network.
	• The SP shall provide UPS that will serve as temporary power back- up of the system in case of power fluctuation or power outage.
	• The SP shall provide experienced manpower complement to perform all necessary works such as installation, configuration, commissioning, and testing of all the equipment and the system in general. The SP shall also provide, if necessary, materials such as PVC Pipes, hangers and support, CAT-6 Pure copper cable, wires, Junction box, PVC conduit, cables, clamps, tie wires, and other items.
	• The SP shall perform all necessary testing for the successful implementation of the system.
	• The SP shall perform proper wire grooming including wire tagging.
Pos	st Installation
	• The SP shall be responsible in correcting and completing all punch list works which may be noted during inspection.
	• The SP shall be responsible in the restoration of damages to property caused by installation and/or removal of cabling equipment and other procedures conducted during the installation.
	• The SP shall conduct admin and user training for at least five (5) days to the personnel of the Information Management Division (IMD) of GPPB-TSO on the basic operation, maintenance, and troubleshooting of the system.
	• The SP shall provide at least one (1) copy of the technical manual/documentation printed in English (hard copy) and an electronic copy of the same.
	• The SP shall submit the Operation and Maintenance Manual of all delivered equipment.

• The SP shall submit an As-Built Plan of the IP-PBX system duly signed by a PECE.
Qualification of Requirements
• The SP shall have a Project Manager and Engineers (with at least 1 licensed Electronics and Communications Engineer) with experience in successfully implementing and completing a project similar to the procurement at hand involving Integrated Services Digital Network (ISDN), Voice over Internet Protocol (VoIP), and/or Session Initiation Protocol (SIP) Trunk. The SP shall submit the Curriculum Vitae of its Project Manager and Engineers as part of its technical bid, subject for evaluation.
• The SP shall have all necessary equipment including test equipment for proper implementation of the project.
• The SP shall be an authorized direct distributor of the Original Equipment Manufacturer (OEM). Thus, the SP shall submit a copy of its authority certificate issued by the OEM to distribute, sell, install, service, and/or maintain the equipment in the Philippines as part of its bid proposal.
Delivery –
Delivery and installation of equipment shall be at the GPPB-TSO new building at UP Diliman Compound (beside Commission on Human Rights), Commonwealth, Quezon City
Incidental Services –
No further Instructions
Spare Parts –
No further Instructions.
Transportation –
No further Instructions.
Regular and Recurring Services –
No further Instructions.
Intellectual Property Rights –
No further Instructions.

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2.2	The payment shall be made in Philippine Peso, inclusive of all applicable taxes and duties, in accordance with the following schedule, subject to the existing applicable budgeting, accounting, and auditing rules, laws, and regulations:			
	Deliverables	%Payments of Total Value of the Contract		
	1. Supply and Delivery of Equipment and upon submission of Work Plan	15%		
	2.Installation, commissioning, configuration, and testing of equipment and upon issuance of Certificate of Completion	45%		
	3. Upon completion of punch list and issuance of Final Acceptance	40%		
4	No further instructions			

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	Supply, Delivery, and	1 Lot	1 Lot	The project shall be
	Installation of items			completed within
	enumerated in the Bill of			120 calendar days
	Quantities (Please see			from receipt of the
	attached Annex "A")			Notice to Proceed.

Note: The SP shall provide all other materials and peripherals necessary for the successful installation of all equipment and the system.

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company name

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		[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" <u>must be supported by evidence</u> 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 <u>will render the Bid</u> <u>under evaluation liable for rejection.</u> 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.]
	Scope of Work (see attached Annex "A" Item 3.0) [Scope of Work: General Requirements, Pre-Installation, Installation, Configuration, and Commissioning, and Post- Installation])	
	Qualification Requirements (see attached Annex "A" Item 4.0 [Detailed Specifications])	
	Technical Requirements (see attached Annex "A", Item 5.0) [Detailed Specifications for Security, System Architecture, IP-PBX Server, Server Requirement, Network Managed Switch, IP Phones, Call	

Accounting Syst Application Soft		
Bill of Quantiti (see attached Ar 6.0)	es	
Telephone Dist(see attached Ar7.0)		
Project Duration (see attached Ar 8.0)		
Payment Schem (see attached Ar 9.0)		

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company name

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid <u>which shall be supported by the End-User's</u> <u>Acceptance or Official Receipt and Sales Invoice for the Contract</u>, 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; <u>and</u>
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- (e) Conformity with the Schedule of Requirements; and
 - (f) Conformity with the Technical Specifications, <u>which shall include the</u> <u>following:</u>
 - i. <u>Copies of Client Satisfactory Certificates from at least three (3) clients</u> <u>for the least three (3) years</u>
 - ii. Copy of its authority certificate issued by the OEM
 - iii. Curriculum Vitae of its Project Manager and Engineers; and
 - iv. <u>Manufacturer's un-amended sales literature (such as brochure and other similar reference materials, unconditional statement of specification and compliance issued by the manufacturer, samples, independent test data etc.); and</u>
- (g) Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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

(h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

(i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> duly notarized statements from all the

potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (j) Original of duly signed and accomplished <u>Financial Bid Form</u>; <u>and</u>
- (k) Original of duly signed and accomplished Price Schedule(s)

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

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



TERMS OF REFERENCE

SUPPLY, DELIVERY, AND INSTALLATION OF A PRIVATE AUTOMATIC BRANCH EXCHANGE (PABX) SYSTEM

1.0 BACKGROUND

The Government Procurement Policy Board Technical Support Office (GPPB-TSO) needs a telephone system that will connect its several devices to the public telephone network and facilitate internal communication among its employees within its new building. The GPPB-TSO intends to procure a system with Internet Protocol (IP) connectivity utilizing the TCP/IP³ protocol stack.

This Terms of Reference (TOR) contains the relevant terms and conditions which will be the basis for the submission of the proposals for the Session Initiation Protocol (SIP) ready IP-PBX System of the GPPB-TSO for its new building.

The contract will cover the full implementation of the IP-PBX system to support current and future operations and to expand its capacity and features to support business requirements at the most effective solution.

The implementation of this project shall be at the new building of the GPPB-TSO located at UP Diliman Compound, Commonwealth Avenue (beside the Commission on Human Rights), Quezon City.

2.0 OBJECTIVE

This project aims to:

- 2.1. Provide the GPPB-TSO with a unified communication system within its organization and a connection to the public telephone network.
- 2.2. Deliver a communication system of the GPPB-TSO that utilizes voice over the internet protocol.

3.0 SCOPE OF WORKS

- 3.1. General Requirements
 - 3.1.1. The Service Provider (SP) shall be responsible for the supply, delivery, and installation, including the design, configuration, commissioning, and other necessary test procedures, for the successful implementation of the PABX system of the GPPB-TSO new building.
 - 3.1.2. The SP shall assess the GPPB-TSO's IP-PBX needed policy infrastructure such as but not limited to the connections, user's access roles and rules, and security policies.

³ Transmission Control Protocol/Internet Protocol

- 3.1.3. The SP shall assist the GPPB-TSO System Administrator to configure the server, switches, and other equipment.
- 3.1.4. The SP shall assist the GPPB-TSO in defining the administrative and system security policies, practices, and codes.
- 3.1.5. The SP shall be responsible for communicating with the SIP trunk provider for the necessary integration to the system. The SP shall ensure that the system works properly for inbound and outbound calls.
- 3.1.6. The SP shall integrate all distribution switches to the core switch using routing protocols. The distribution switch shall be the gateway of access switches and end-users.
- 3.1.7. The SP shall provide all the necessary equipment and perform all works as required under this TOR. The SP shall also provide all materials necessary for the successful implementation and completion of the project.
- 3.1.8. The SP shall provide administrative and management tools for the IP-PBX.
- 3.1.9. The SP's scope of work does not include the cable layout from the electrical room to the workstations. CAT6 cables from electrical rooms to the workstations shall be provided and installed by the General Contractor of the new building of the GPPB-TSO.
- 3.1.10. The SP shall be responsible for testing and debugging the system.
- 3.1.11. The SP shall provide training to the system administrator in managing and maintaining the system, such as but not limited to the following:
 - a. Installation, configuration, operation, and maintenance of major IP PBX/VOIP and network equipment.
 - b. Installation, configuration, operation, and maintenance of voice equipment.
 - c. Installation, configuration, operation, and maintenance of the hard phones and soft phones.

- 3.1.12. The SP shall provide a warranty of one (1) year for equipment and two (2) years after sales support and on-site maintenance services. The SP shall render the following support during the warranty period when needed:
 - 3.1.12.1. The SP shall provide technical support shall be provided, when requested, through onsite visits within regular working hours from Monday to Friday,8:00 AM to 3:00 PM. Once trouble is encountered or needs technical assistance, the presence of the SP is required. In case the problem involves the services of the telco provider, the SP shall assist the GPPB-TSO in resolving the issues.
 - 3.1.12.2. If the supplied equipment is found defective and needs to be pulled out, the SP shall provide a replacement with the same or higher specifications.
 - 3.1.12.3. The SP shall rectify and or/replace any part that fail to pass any test/inspection or make alteration necessary to meet the specification.
 - 3.1.12.4. The SP shall be responsible and accountable for any damage caused solely by the service to the GPPB-TSO Building as a direct result of the installation maintenance, and removal of any cabling components and devices.
 - 3.1.12.5. The SP shall provide diagnostic reports and updates in case of connection failure.
 - 3.1.12.6. The SP shall provide support and maintenance during the warranty period. The SP shall be responsible for all the costs related to the warranty period for hardware products.
- 3.2. Pre-installation

The SP shall submit, within ten (10) calendar days upon receipt of the Notice to Proceed, a detailed work plan to the GPPB-TSO for approval of the duly authorized representative of the GPPB-TSO, with schedule of activities, details of activities, and monitoring tool as a reference of the GPPB-TSO in evaluating the work accomplishments and status of the implementation of the project.

3.3. Installation, Configuration, and Commissioning

- 3.3.1. Supply, deliver, and install all the required works and equipment in accordance with the duly approved Work Plan and with the technical specifications required under this TOR.
- 3.3.2. The SP shall be responsible for the termination of the cables to the equipment in the server room and electrical room.
- 3.3.3. The SP shall provide six (6) feet data cabinet for IP-PBX system. The main equipment and server of the IP-PBX system shall be installed in the server room.
- 3.3.4. The SP shall provide patch panels and network switches for the IP-PBX System and will also separate the management of voice from the data network.
- 3.3.5. The SP shall provide UPS that will serve as temporary power back-up of the system in case of power fluctuation or power outage.
- 3.3.6. The SP shall provide experienced manpower complement to perform all necessary works such as installation, configuration, commissioning, and testing of all the equipment and the system in general. The SP shall also provide, if necessary, materials such as PVC Pipes, hangers and support, CAT-6 Pure copper cable, wires, Junction box, PVC conduit, cables, clamps, tie wires, and other items.
- 3.3.7. The SP shall perform all necessary testing for the successful implementation of the system.
- 3.3.8. The SP shall perform proper wire grooming including wire tagging.
- 3.4. Post Installation
 - 3.4.1. The SP shall be responsible in correcting and completing all punch list works which may be noted during inspection.
 - 3.4.2. The SP shall be responsible in the restoration of damages to property caused by installation and/or removal of cabling equipment and other procedures conducted during the installation.
 - 3.4.3. The SP shall conduct admin and user training for at least five (5) days to the personnel of the Information Management Division (IMD) of GPPB-TSO on the basic operation, maintenance, and troubleshooting of the system.

- 3.4.4. The SP shall provide at least one (1) copy of the technical manual/documentation printed in English (hard copy) and an electronic copy of the same.
- 3.4.5. The SP shall submit the Operation and Maintenance Manual of all delivered equipment.
- 3.4.6. The SP shall submit an As-Built Plan of the IP-PBX system duly signed by a PECE.

4.0 QUALIFICATION REQUIREMENTS

- 4.1. The SP shall have completed projects related to supply, delivery, and installation, including configuration and commissioning, of IP-PBX system for the past five (5) years prior to the opening of bids.
- 4.2. The SP shall have no record of service delay or unsatisfactory work performance from its government and private clients. Thus, the SP shall submit copies of Client Satisfactory Certificates from at least three (3) clients for the last three (3) years as part of its bid proposal. The GPPB-TSO Bids and Awards Committee shall conduct random verification and validation of the clients of the bidder during post-qualification evaluation.
- 4.3. The SP shall have a Project Manager and Engineers (with at least 1 licensed Electronics and Communications Engineer) with experience in successfully implementing and completing a project similar to the procurement at hand involving Integrated Services Digital Network (ISDN), Voice over Internet Protocol (VoIP), and/or Session Initiation Protocol (SIP) Trunk. The SP shall submit the Curriculum Vitae of its Project Manager and Engineers as part of its technical bid, subject for evaluation.
- 4.4. The SP shall have all necessary equipment including test equipment for proper implementation of the project.
- 4.5. The SP shall be an authorized direct distributor of the Original Equipment Manufacturer (OEM). Thus, the SP shall submit a copy of its authority certificate issued by the OEM to distribute, sell, install, service, and/or maintain the equipment in the Philippines as part of its bid proposal.
 - 4.5.1. The SP shall submit the manufacturer's un-amended sales literature (such as brochure and other similar reference materials), unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate of all the equipment being offered.

5.0 TECHNICAL REQUIREMENTS

- 5.1. Security
 - 5.1.1. Shall use strong security, authentication, and access control on the voice gateway system.
 - 5.1.2. Shall incorporate strong security to prevent all possible IPPBX, VoIP, and network threats.
 - 5.1.3. Shall have a mechanism to allow IPPBX and VoIP packets/traffic through GPPB-TSO future software and hardware-based firewalls.
- 5.2. System Architecture
 - 5.2.1. The system shall have high modularity and scalability with the ability to scale to full-blown IP telephony with a single management application, full features consistency, cost-effective hardware, and with centralized or distributive intelligence.
 - 5.2.2. The system shall be capable to redirect calls to a specific external number which will be used in case of work-from-home arrangements.
 - 5.2.3. The system shall have a management system with a user-friendly Graphical User Interface (GUI). The GUI should have visible data presentations of the status of the system, including the status of calls such as unanswered calls, canceled calls, accepted calls, ongoing calls, and call time duration.
 - 5.2.3.1. The system shall be able to generate a report of all calls per user and all calls in general.
 - 5.2.3.2. The system shall have an audit trail or event logs and a notification mechanism in case of system errors.
 - 5.2.3.3. The system shall have a diagnostic tool or IP statistic counter.
 - 5.2.3.4. The IP-PBX shall be ready for remote extension deployment.
- 5.3. IP-PBX Server
 - 5.3.1. Shall be SIP ready and shall be able to support at least 21 SIP Sessions.

- 5.3.2. Shall support a single endpoint for voice.
- 5.3.3. Shall have a system running on a Linux platform, Asterisk for VoIP applications, and on an enterprise-level solution.
- 5.3.4. Shall be an appliance and hardware-based IP-PBX Server.
- 5.3.5. Shall be scalable and optimized for enterprise-scale organizations with up to 350 users.
- 5.3.6. Shall have pre-loaded applications for voice, messaging, conferencing, and other voice-related features.
- 5.3.7. Shall support intelligent call routing, voice messaging, and auto attendant/Interactive Voice Response (IVR) for incoming calls.
- 5.3.8. Shall have the following telephony capacities:
 - a. Maximum No. of Concurrent Calls: 85
 - b. Supported telephony modules: Foreign Exchange Office (FXO), Foreign Exchange Station (FXS), Primary Rate Interface (PRI)
 - c. Maximum number of users: 350
- 5.3.9. Shall be rack mountable on a standard 19" data rack.
- 5.3.10. Shall have no license fees for extensions, including the basic PBX and Unified Communications applications.
- 5.3.11. Shall support multiple codec such as ulaw, alaw, slin, g726, gsm, g729, ilbc, 9723, g726aals, adpcm, lpc10, speex, g722, h264, h263p, h263, h261, opus, vp8, etc.
- 5.3.12. Shall provide built-in hard disk storage of at least 1TB or higher. The system shall be capable to record all calls, capable to transfer recorded calls in other devices, and capable to retrieve call logs within a month or until the
- 5.3.13. Shall provide built-in full call center capabilities such as real-time monitoring calls, comprehensive detail reports of all calls, can provide agents performance activity, can monitor abandoned and successful calls, can do call whisper, barging, and listening.
- 5.3.14. Shall provide security on the telephone's units such as firewall functionalities and intrusion detection.

Call Features	Security	Unified Communications	Call Center	Administration
Conference Calls	Authorization codes	Audio conferencing	Agent login/logout	Announcements
Auto-Redial/Camp on	Built-in firewall	Call recordings access	Barge	Backup & Restore
Boss/Secretary + Whitelist	Call encryption (SIP TLS, sRTP)	Corporate phone book	Call monitoring	Blacklist
Call back	Call Permission Management	Instant messaging/chat	ACD/Call queues	Command Line Interface Access (via Graphic User Interface)
Call forward (busy, no answer, unconditional)	Intrusion detection and blocking	One number reach	Call recording	Disaster Recovery
Call parking	Limiting or call blocking (outbound)	Multiple devices per user	Caller Name Lookup	Dashboard
Call pickup	Password strength indicator	Personal call log	CDR (Call Details Record)	IP phone provisioning
Call Transfer (blind, attended)	PIN-protected outbound calls	Personal extension settings	Click-to-call	Email notifications
Direct Inward System Access	User permission management	Presence	Chat	Extension roaming
DND (Do Not Disturb)	Secure password auto-generation	Personal Interactive Voice Response (IVR) with the capability to redirect a caller to another number or operator if the voicemail has not reached	Conferencing	Extensions status management
Find me/Follow me	Time-based restrictions	Voicemail to e- mail	Customer account codes	Feature codes management
Caller ID	Weak password report	Visual voicemail	Hot-desking	Global search (within the NMS)
Call Details Record	Authorization codes	User portal: voicemail, fax, & recordings	Hunting groups	High-availability
Class of Service		Fax-to-email; fax from web	Instant messaging/chat	Import & Export extensions
Conference Bridges			IVR/Auto- attendants (Unlimited)	Language support
Corporate phone books			Listen to agent	Log file viewer
Direct Inward Dial Numbers (DIDs)			Pick-up groups	Music on hold
Inbound/Outbound fax support			Presence (agent status)	Network settings tool
Message Waiting Indicator			Queue priorities	Night modes
Paging & Intercom			Queue VIP list	Notifications PBX status
Short-code dialing			Ring group strategies	PBX status reports
Speed Dial			Time-based routing	Pickup groups
Video calls			Visual switchboard	Pre-defined user roles
Voicemail			Whisper to agent	Remote administration

5.3.15. Other Basic Functions and Features

Voicemail-to-email	Call Center Reporting	Storage Monitoring
Voicemail broadcast		System-wide speed dial
Wake-up Calls/Reminders		Time Conditions
Personal recording/notes		User-friendly Web interface
Direct trunk-to- trunk connection		User PIN code

5.4. Minimum Server Requirements

- 5.4.1. CPU: Intel 2 Cores, 2.0 Ghz or equivalent or higher
- 5.4.2. 16GB RAM on board or higher
- 5.4.3. 2 or 3 USB Ports
- 5.4.4. 500GB Hard Disk (200GB) partition for OS: 300GB partition
- 5.4.5. 1 Optical Read/Write Drive or high-capacity backup storage devices
- 5.4.6. Ethernet Card 1Gbit connected to LAN/WAN
- 5.4.7. At least the latest version of Windows Server Standard or Enterprise Edition
- 5.4.8. At least the latest version of the SQL Server Standard or Enterprise Edition
- 5.4.9. Broadband IP Connection with TeamViewer or Cisco Webex or PC anywhere V 11.5 and at least 56kbps modem for remote maintenance
- 5.4.10. access.
- 5.4.11. With UPS at least 3kVA
- 5.5. Network Managed Switch
 - 5.5.1. General
 - 5.5.1.1. Interface: 24 10/100/1000Mbps RJ45 Ports, 4 Gigabit SFP Slots
 - 5.5.1.2. Console: 1 RJ45 Console Port, 1 Micro-USB Console Port
 - 5.5.1.3. Flash: 32 MB
 - 5.5.1.4. DRAM: 256 MB
 - 5.5.1.5. Port Standard: IEEE 802.3i:10BASE-T Ethernet; IEEE 802.3u:100BASE-X Fast Ethernet; IEEE 802.3ab:1000BASE-T Gigabit Ethernet; IEEE 802.3z:1000BASE-X Gigabit Ethernet (Optical fiber)
 - 5.5.2. PoE
 - 5.5.2.1. PoE Standard: 802.3af/at
 - 5.5.2.2. PoE Ports: 24, up to 30 W
 - 5.5.2.3. PoE Power Budget: 384 W
 - 5.5.3. Performance

- 5.5.3.1. Switching Capacity: 56 Gbps
- 5.5.3.2. Packet Forwarding Rate: 41.66 Mpps
- 5.5.3.3. MAC Address Table: 16K
- 5.5.3.4. Packet Buffer: 12 Mbit
- 5.5.3.5. Transmission Method: Store and Forward
- 5.5.3.6. Number of IP Interfaces: 16
- 5.5.3.7. Number of Static Routers: 48 (IPv4, IPv6)
- 5.5.3.8. Jumbo Frame: 9KB
- 5.5.4. Physical & Environment
 - 5.5.4.1. Power Supply: 100-240 V AC~50/60 Hz
 - 5.5.4.2. Max Power Consumption: 480.1 W (110 V/60 Hz) (with 384 W PD connected)
 - 5.5.4.3. Max Heat Dissipation: 1637.14 BTU/hr (110 V/60 Hz) (with 384W PD connected)
 - 5.5.4.4. Standby Power Consumption: 15.7 W (110V/60 Hz)
 - 5.5.4.5. Installation: Rack Mountable
- 5.6. IP Phones
 - 5.6.1. Basic IP Phone
 - 5.6.1.1. 1000 local phonebook, caller ID, call hold, call transfer
 - 5.6.1.2. 128x48 dot-matrix display or higher
 - 5.6.1.3. HD audio on speakerphone and handset
 - 5.6.1.4. Support EHS wireless headset
 - 5.6.1.5. Dual fast ports, integrated PoE
 - 5.6.1.6. Network time synchronization
 - 5.6.1.7. Call logs at least 500 or higher
 - 5.6.1.8. Can save contacts at least 100 or higher and phonebook at least 500 or higher
 - 5.6.1.9. With volume control keys for microphone such as up, down, and mute
 - 5.6.1.10. Stand with 2 adjustable angles of 45 and 50 degrees
 - 5.6.1.11. Compatible with major platforms: Asterisk, Broadsoft, 3CX, Metaswitch, Elastix, Avaya, etc.
 - 5.6.1.12. Supports 6-party local conference
 - 5.6.1.13. Dual10/100/1000 Mbps network ports, integrated PoE
 - 5.6.1.14. Supported Protocols: SIP2.0 over UDP/TCP/TLS, RTP/RTCP/SRTP, STUN, DHCP, LLDP, PPPoE, 802.1x, L2TP, OpenVPN, SNTP/NTP, FTP/TFTP, HTTP/HTTPS, TR-069, AES128 & AES256
 - 5.6.1.15. Physical Specifications: With LCD and backlight, two (2) RJ9 ports for handset and headset, two (2) RJ45 ports for network and computer, removable handset, compatible with CAT6 cable, DC power input is at least

5V/0.6A, power consumption: idle – less than 1.65W; peak – less than 2.95W; IP67 protection level; color is black or dark gray

- 5.6.1.16. Installation: desktop stand and can be wall-mounted with free bracket
- 5.6.1.17. Dimension range: 165x175x174mm to 169x187x184mm
- 5.6.2. Portable Wireless IP Phone
 - 5.6.2.1. High-definition LCD color screen with at least 2 to 3 inches in size and at least 240x320 resolution or higher
 - 5.6.2.2. High-definition voice
 - 5.6.2.3. WiFi ready
 - 5.6.2.4. Caller ID capable
 - 5.6.2.5. Network time synchronization
 - 5.6.2.6. Can save contacts with phonebook which can save at least 100 entries
 - 5.6.2.7. Call Features: auto-answering, call-out/answer/reject, call wating, call forwarding, speed dial, 3-way conference, restrict outgoing calls, intercom
 - 5.6.2.8. With volume adjustment
 - 5.6.2.9. Desktop charging base; rechargeable and large capacity Lithium battery up to at least 8 hours talk time and at least 200 hours standby time; with reminder when charging, full, and low battery prompt.
 - 5.6.2.10. Configurable to push-to-talk (PTT) button for quick call
 - 5.6.2.11. IP67 protection level which is waterproof, dustproof, and drop-safe from at least 1.5-meter height
 - 5.6.2.12. Supports dual-band WiFi (WiFi 6, 2.4GHz and 5GHz); WiFi 802.11 a/b/g/n/ac/ax
 - 5.6.2.13. Support WPA/WPA2-PSK and 802.1X encryption to ensure communications security
 - 5.6.2.14. Weight should be equal to or lesser than 160 grams.
- 5.6.3. Operator Phone with Console
 - 5.6.3.1. At least 20 SIP lines, 3-way conference, hotspot
 - 5.6.3.2. HD audio on speakerphone and handset
 - 5.6.3.3. At least 4.3" main color display, 2x3.5" side color displays for DSS keys or higher
 - 5.6.3.4. Built-in Bluetooth
 - 5.6.3.5. WiFi ready connectivity
 - 5.6.3.6. With Direct Station Selection Keys of up to 106
 - 5.6.3.7. Video Codec H.264 support for receiving video calls
 - 5.6.3.8. Dual Gigabit ports, integrated PoE
 - 5.6.3.9. Stand with 2 adjustable angles of 40 and 50 degrees

- 5.6.3.10. Compatible with major platforms: Asterisk, Broadsoft, 3CX, Metaswitch, Elastix, Avaya etc.
- 5.6.3.11. Supported Protocols: SIP2.0 over UDP/TCP/TLS, RTP/RTCP/SRTP, STUN, DHCP, LLDP, PPPoE, 802.1x, L2TP, OpenVPN, SNTP/NTP, FTP/TFTP, HTTP/HTTPS, TR-069
- 5.6.3.12. Physical Specifications: Color-screen LCD with at least 480x272 resolution or higher and 4 to 5 inches size, two (2) RJ9 ports for handset and headset, two (2) RJ45 ports for network and computer, removable handset (RJ9), compatible with CAT6 cable, DC power input at least 5V/2A, power consumption between 2 to 8 W; IP67 protection level; color is black or dark gray.
- 5.6.3.13. Installation: Desktop stand
- 5.6.3.14. Dimension range: 305x210x165mm to 309x226x187mm
- 5.7. Call Accounting System
 - 5.7.1. Features: Supports IP-PBX/IPT; customized reports with at least 100's of reports and graphs; drag and drop configurations; with real time alarms for faults and data security; and with scheduler for pre-setting for holidays.
 - 5.7.2. Reporting features: data filtering, color graphical output, report generation with selection of specific date and/or time, with report scheduler which will be automatically sent to specific email in the defined mailing list.
 - 5.7.3. Capable to archive data files
 - 5.7.4. Shall be compatible with the above requirements for the server.
 - 5.7.5. Shall have at least 43-inches large panel display monitor for call monitoring
- 5.8. Call Center Application Software
 - 5.8.1. Perpetual license for up to 10 agents and 1 supervisor
 - 5.8.2. Real-time view of the system and users (on-call or free) and view call logs
 - 5.8.3. Capable of call display, caller ID, call queues, call forwarding, call waiting, click to call, call park, queue diversion (can manage queues and capable to answer calls in queues), call pause, call recording
 - 5.8.4. With real-time queues statistics and call history
 - 5.8.5. With integrated chat for easier communication with co-workers
 - 5.8.6. With a monitoring system that can:
 - 5.8.6.1. monitor all call activities in real time
 - 5.8.6.2. export reports to pdf or csv format
 - 5.8.6.3. generate reports of answered, unanswered, or distribution of calls

5.8.6.4. generate statistic report analysis by day, week, or hour; answered and unanswered calls reporting with analysis by queue, agent, and disconnection cause.

6.0 BILL OF QUANTITIES

Item No.	Particulars	Qty	Unit
1	IP-PBX Server with additional 1GB Ethernet	1	Lot
	Port and 1 TB Storage capacity and Windows		
	and SQL Servers		
2	Operator/Console Phone (PoE)	1	Unit
3	Basic IP Phone (PoE)	83	Units
4	Wireless IP WiFi-ready Phone (PoE)	10	Units
5	Call Center Application Software License (for 10	1	Lot
	agents and 1 supervisor) with reporting and		
	monitoring modules		
6	Call Accounting System	1	Lot
7	24-port PoE Managed Network Switch with	7	Units
	cabinets	1	Onits
8	6-Ft Data Cabinet	1	Unit
9	UPS (3kVA)	1	Unit
10	43" Large Panel Display Monitor	1	Unit
11	Installation, Commissioning, and Configuration	1	Lot
	Services		
12	Headset compatible with Basic IP Phone (PoE)	10	Units

NOTE: The SP shall provide all other materials and peripherals necessary for the successful installation of all equipment and the system.

7.0 TELEPHONE DISTRIBUTION LISTS

7.1. The following are the proposed distribution of IP Phones per floor. Final distribution list may change but shall be provided to the winning bidder prior to the commencement of the project implementation:

	Type and No. of IP Phone				
Floor	Operator/ Console IP Phone	Basic IP Phone	Wireless IP Phone		
1 st	1	20	0		
2 nd	0	21	0		
3 rd	0	31	0		
4 th	0	5	5		
5 th	0	1	0		
6 th	0	1	2		
7 th	0	0	0		
Spares	1	4	3		

TOTAL	2	83	10
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7.2. As per the above BOQ, the spares shall be used in case of replacement of damage unit or in case of requests for additional phones in other office or rooms in the building.

8.0 **PROJECT DURATION**

- 8.1. The project shall be completed within 120 calendar days from receipt of the Notice to Proceed.
- 8.2. Delays in the project implementation shall be subject to the existing rules and regulations of RA 9184.

9.0 PAYMENT SCHEME/SCHEDULE

The payment shall be made in Philippine Peso, inclusive of all applicable taxes and duties, in accordance with the following schedule, subject to the existing applicable budgeting, accounting, and auditing rules, laws, and regulations:

ltem No.	Deliverables	% Payments of Total Value of the Contract
1	Supply and Delivery of Equipment and upon submission of Work Plan	15%
2	Installation, commissioning, configuration, and testing, of equipment and upon issuance of Certificate of Completion	45%
3	Upon completion of punch list and issuance of Final Acceptance	40%
	TOTAL	100%

10.0 APPROVED BUDGET FOR THE CONTRACT

The approved budget for this Contract is Three Million and Five Hundred Pesos (Php3,500,000.00) only chargeable against the Continuing Fund for CY 2022, inclusive of all applicable tax and duties.

11.0 PROJECT IMPLEMENTATION AND TERMINATION OF CONTRACTS

The project implementation and termination of contracts shall be governed by the existing laws, rules, and regulations under RA 9184 and its 2016 revised IRR.

[shall be submitted with the Bid]

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, <u>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;</u>
- 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. <u>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.</u>
- **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]

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]

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____ Project Identification No. : _____

To: [name and address of Procuring Entity]

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 Amount and Purpose of of agentCurrencyCommission 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]

Name of Bidder				Project ID No			Pageof		
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)

For Goods Offered from Within the Philippines

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____