



Republic of the Philippines  
**GOVERNMENT PROCUREMENT POLICY BOARD**  
**TECHNICAL SUPPORT OFFICE**

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# **PHILIPPINE BIDDING DOCUMENTS**

## **Procurement of Internet Services**

### **BAC-GDS-2024-003**

**Government of the Republic of the Philippines**

# 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**

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**INVITATION TO BID**  
**PROCUREMENT OF INTERNET SERVICES**

1. The *Government Procurement Policy Board – Technical Support Office (GPPB-TSO)*, through the *General Appropriations Act FY 2024* intends to apply the sum of *One Million Four Hundred Ninety-Four Thousand Pesos (PhP1,494,000.00)* being the ABC to payments under the contract for *BAC-GDS-2024-003*. 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. *Complete delivery, installation, and configuration within thirty (30) calendar days from the receipt of the Notice to Proceed*. Bidders should have completed, within 5 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is 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 *GPPB-TSO* and inspect the Bidding Documents at the address given below during *working hours 7:00 AM – 5:00 PM from Mondays to Fridays*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *08 February 2024* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (PhP5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through the Landbank Link.Biz Portal*.

6. The *GPPB-TSO* will hold a Pre-Bid Conference<sup>1</sup> on 16 February 2024, 9:00AM through video conferencing or webcasting *via Zoom* which shall be open to prospective bidders and can be accessed through this link:

Link: <https://zoom.us/j/94669146669?pwd=OGR3RjBlb21YVithMHpWMFhxK3JDdz09>

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below before 29 February 2024 at 9:00AM. 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 29 February 2024 at 9:00AM at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. 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:

*The BAC Secretariat  
Government Procurement Policy Board – Technical Support Office  
UP Compound, Commonwealth Ave., Diliman, Quezon City  
bacsec@gppb.gov.ph  
(02)7900-6740 to 41 and 43 to 44  
<https://www.gppb.gov.ph/>*

12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.gppb.gov.ph/bid-notices.php>

For online bid submission: [www.gppb.gov.ph](http://www.gppb.gov.ph)

Issued on the 8<sup>th</sup> day of February 2024.

Date:

2024.02.07

  
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MARIA LORA T. ALVAREZ  
Vice-Chairperson, Bids and Awards Committee

<sup>1</sup> 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.

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

## **1. Scope of Bid**

The Procuring Entity, *Government Procurement Policy Board – Technical Support Office* wishes to receive Bids for the *Procurement of Internet Services* with identification number *ITB-2024-002*.

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for *FY 2023* in the amount of *One Million Four Hundred Ninety-Four Thousand Pesos (PhP1,494,000.00)*.

2.2. The source of funding is:

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

## **3. Bidding Requirements**

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

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

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

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

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

## **5. Eligible Bidders**

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

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

## **9. Clarification and Amendment of Bidding Documents**

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *5 years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in 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:
  - a. Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for 120 calendar days from the Opening of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit three (3) copies of the first and second components of its Bid.

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.

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<sup>2</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.

## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the



NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. <i>Delivery, installation, and/or configuration of Internet Connection or Services</i></li> <li>b. Completed within 5 years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Not applicable</i>
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <i>PhP29,880.00</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>PhP74,700.00</i> if bid security is in the form of a Surety Bond.</li> </ul>
19.3	<i>Not applicable</i>
20.2	<i>Latest Income Tax Return and Business Tax Return filed through the Bureau of Internal Revenue Electronic Filing and Payment System</i>
21.2	<i>Not required</i>

## ***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 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*

## Special Conditions of Contract

GCC Clause	
1	<p>1.0. The Service Provider (SP) shall:</p> <ul style="list-style-type: none"> <li>1.1. Provide all the necessary hardware, terminations, and other services, materials, and equipment that are required and necessary to set up the internet connection from the tapping point to the server room located on the 3<sup>rd</sup> Floor of the building, which shall include but not limited to ODF, fiber optic cable, and other cables and insulation materials needed for the successful installation and implementation of the required services.</li> <li>1.2. Provide a network layout plan prior to installation which must be submitted within five (5) working days from the conduct of the project kick-off meeting. The plan shall be duly approved by GPPB-TSO prior to the commencement of the commissioning and installation.</li> <li>1.3. Provide diagnostic reports and updates in case of connection failure.</li> <li>1.4. Provide a Multi Router Traffic Grapher (MRTG) to monitor monthly usage, assess link quality, and track bandwidth utilization, which shall be accessible by the GPPB-TSO.</li> <li>1.5. Deliver IPv6-ready and/or compliant connection.</li> <li>1.6. Provide 24x7 support services.</li> <li>1.7. Enter into a Service Level Agreement with the GPPB-TSO.</li> <li>1.8. Provide at least 99.5% network availability and reliability each calendar month.</li> </ul> <p>2.0 The SP shall comply with the following project requirements:</p> <ul style="list-style-type: none"> <li>1.1. Bandwidth and Connectivity Support <ul style="list-style-type: none"> <li>a. Guaranteed dedicated 1:1 ratio and bandwidth from clients to the global internet.</li> <li>b. Immediate service restoration within four (4) hours mean Time to Restore per Occurrence of Network Outage.</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>c. Provide corrective service information and configuration.</li> <li>1.2. Bandwidth and Connectivity Support of 800 Mbps Committed Information Rate (CIR) full bandwidth.</li> <li>1.3. Service Restoration and Quality of Service (QoS) Levels <ul style="list-style-type: none"> <li>a. 8am x 5pm NBD (Next Business Day) response time.</li> <li>b. Down / Disconnected WAN must be up and running within 4 hours upon report.</li> </ul> </li> <li>3.0 Duties and Responsibilities of the Internet Service Provider (ISP) <ul style="list-style-type: none"> <li>3.1. Pre-installation <ul style="list-style-type: none"> <li>3.1.1. The SP shall submit an updated detailed Work Plan which shall include installation and connectivity design/diagram from the tapping point to the server room and the detailed activities and work schedule, subject for approval of the GPPB-TSO, within five (5) working days from the conduct of the project kick-off meeting.</li> </ul> </li> <li>3.2. Actual Installation <ul style="list-style-type: none"> <li>3.2.1. Installation and other related costs shall be at the expense of the SP. The SP shall be responsible for the administrative cost of securing all necessary permits, <i>if any</i>, for the installation of the required services.</li> <li>3.2.2. Set up Internet Connection with 800 Mbps CIR connection bandwidth for both upstream and downstream network traffic flows.</li> <li>3.2.3. Provide internet connectivity from the tapping point directly to the GPPB-TSO's core switch in the server room including all other materials needed for the purpose, which shall include but not limited to cables and/or insulation which are compliant with the industry standards and materials.</li> <li>3.2.4. Assign at least 8 usable hosts with public IP addresses or classless networks to end-user.</li> </ul> </li> <li>3.3. Testing Period</li> </ul> </li> </ul>
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3.3.1. Testing shall be immediately conducted upon completion of all necessary installation and configuration works.

3.3.2. The acceptance test procedure shall be in accordance with the following:

- a. The acceptance testing shall be undertaken for a period of seven (7) working days.
- b. Leased line internet shall have no service interruption during the agreed testing period.
- c. The guaranteed internet bandwidth of 800 Mbps Lease Line Internet with 800 Mbps CIR is attained during working hours between 7:00 AM to 5:00 PM.
- d. MRTG shall be accessible by the designated personnel of the GPPB- TSO Information Management Division.
- e. Show the assigned 8 usable Public IP Addresses.

3.3.3. If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all the above conditions have been duly satisfied continuously for 7 working days.

3.3.4. During the testing period, the Contractor shall not be held liable for performance degradation/interruptions that are beyond its control such as building power outages, fluctuations or failure or malfunction of GPPB-TSO's equipment, and international/regional internet backbone problems.

#### 3.4. Implementation

3.4.1. The SP shall maintain all provided equipment and connection in proper working condition.

3.4.2. The SP shall provide an escalation list and procedure for reporting faults and outages.

3.4.3. The SP shall immediately advise GPPB-TSO of any downtime occurrence or if in any case, the

internet is rerouted to a backup link within one (1) hour from occurrence.

3.4.4. The SP must immediately replace the existing equipment once found defective within 24-hours upon submission and receipt of report.

3.4.5. The SP shall enter into a Service Level Agreement with the GPPB-TSO

### 3.5. Service Level Agreement

#### 3.5.1. Network Availability (Key Performance Indicator)

- a. The SP shall provide a network availability of 99.5% monthly, including the international local loop provided by an international TELCO (in case of IPL's) who endeavors to maintain Network Availability of 99.5% monthly.
- b. The SP shall provide within four (4) hours mean Time to Restore per Occurrence of Network Outage.
- c. The GPPB-TSO shall be entitled to a rebate in the event the SP fails to meet the Network Availability KPI on the Internet Access and Philippine Local Loop.
- d. The SP shall provide not more than 80 milliseconds average round trip latency from GPPB-TSO to local ISP port.
- e. Provide not more than 200 milliseconds average round trip latency from local ISP port to US/International port.

#### 3.5.2. Service Support

- a. The SP shall provide a 24 x 7 help desk customer service support.
- b. The SP shall provide an active contact number, landline and/or mobile phone number and email address, where GPPB-TSO can report problems and occurrence of network outages.

- c. The SP shall provide first-level technical support regarding internet connectivity.
- d. The SP's support response time shall be as follows:
  - i. 30 minutes for emergency tickets when link connection is down, in case of packet loss or variation in latency, and/or any other routing issue.
  - ii. Four (4) hours of response time for a technical problem that requires on-site services. For problems reported after 4:00 PM, services shall be rendered the following working day at 8:00 in the morning. The GPPB-TSO shall report any issues/complaints within 24-hours from reporting of service restoration, otherwise, the service shall be considered restored.
  - iii. Mean Time to Restore: Measured as a monthly average of the time from inception of trouble ticket until outage is repaired to customer satisfaction as follows:

Total Outage Time (in Hours)

-----  
Total Number of Trouble Tickets

3.5.3. Rebate Schedule for Downtime Connection Interruption/Outage

- a. The GPPB-TSO shall be entitled to a rebate if the SP fails to maintain a Network Availability of 99.5% monthly. However, rebates shall not be claimed if the interruption is directly attributable to the equipment installed owned by the GPPB-TSO or other factors that are beyond the control of the SP and which are not attributable to the SP's fault and negligence.
- b. If the interruption is attributable to the SP, it shall voluntarily make the appropriate "Performance Credit" or rebate to GPPB-TSO without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing month.

- c. The following schedule of Rebate per length of interruption should failure of services occur for causes other than what is stipulated in the above paragraph. The Rebate(s) shall be credited to the succeeding month's billing statement after the reported outage:

**Table I. Schedule of Rebates**

<u>Length of Interruption</u>	<u>Credit (days)</u>
4 hours and below (within SLA)	0
more than 4 hours but less than 7 hours	1/10
more than 7 hours but less than 10 hours	1/5
more than 10 hours but less than 13 hours	2/5
more than 13 hours but less than 16 hours	3/5
more than 16 hours but less than 19 hours	4/5
more than 19 hours up to 24 hours	1

- d. For interruption over 24 hours, credit will be allowed in 3/5-day multiples for each 3-hour period of interruption or fraction thereof over 24 hours.

**3.6. Maintenance**

- 3.6.1. The SP shall respond to the request for maintenance at no cost to GPPB-TSO within the duration of the contract.
- 3.6.2. The SP shall provide not less than 7 calendar days of proactive notice of scheduled downtimes, service interruption, upgrades, or preventive maintenance, if any, subject to the approval of GPPB-TSO
- 3.6.3. The SP shall submit monthly access/usage reports to attest compliance to the SLA to be submitted as part of the monthly billing statement.

2.2	<ol style="list-style-type: none"> <li>1. <i>The start of the Contract’s billing shall be based on the date of issuance and receipt of the “Certificate of Acceptance of Service Delivery</i></li> <li>2. <i>The payment shall be on a monthly basis, subject to existing and applicable budgeting, accounting, and auditing rules.</i></li> </ol>
4	<p><i>Testing Period shall be immediately conducted upon completion of all necessary installation and configuration works.</i></p> <p><i>The acceptance test procedure shall be in accordance with the following:</i></p> <ol style="list-style-type: none"> <li>a. <i>The acceptance testing shall be undertaken for a period of seven (7) working days.</i></li> <li>b. <i>Leased line internet shall have no service interruption during the agreed testing period.</i></li> <li>c. <i>The guaranteed internet bandwidth of 800 Mbps Leased Line internet with 400 Mbps CIR is attained during working hours between 7:00 AM to 5:00 PM.</i></li> <li>d. <i>MRTG shall be accessible by the designated personnel of the GPPB-TSO Information Management Division.</i></li> <li>e. <i>Show the assigned 8 usable Public IP Addresses.</i></li> </ol> <p><i>If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all the above conditions have been duly satisfied continuously for 7 working days.</i></p> <p><i>During the testing period, the Contractor shall not be held liable for performance degradation/interruptions that are beyond its control such as building power outages, fluctuations or failure or malfunction of GPPB-TSO’s equipment, and international/regional internet backbone problems.</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.

<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
Delivery Period  Any delay in the service delivery shall be subject to the existing applicable rules, laws, and regulations under RA 9184	1 Lot	1 Lot	Complete the delivery, installation, and configuration within thirty (30) calendar days from the receipt of the Notice to Proceed (NTP)
Contract Duration	1 Lot	1 Lot	Twelve (12) months from the issuance of IMD of Certificate of Acceptance of Service Delivery and receipt of the same by the SP.

*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***





Republic of the Philippines  
**GOVERNMENT PROCUREMENT POLICY BOARD**  
**TECHNICAL SUPPORT OFFICE**

## Technical Specifications

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>
<p><b>A. Qualification of the Service Provider</b></p> <p>1. The SP must be a telecommunication-grade provider, that has a dedicated internet gateway service that delivers a dedicated (1:1) 1st-level carrier-grade bandwidth from the customer directly to the global internet. It also has a robust international network cable supporting even the most complicated networks. The SP must hold multiple points of presence from leading local and international telecommunications providers and carriers.</p>	

<ol style="list-style-type: none"> <li>2. Must have full telecommunications redundancy and continuous power.</li> <li>3. Must have the capacity and ability to provide maintenance services and technical support, physical and online on a 24/7 basis.</li> <li>4. Must have rendered at least five (5) years of contract of internet services to different government agencies and/or private companies with at least a satisfactory rating. Thus, the interested bidder shall submit a <b>Certificate of Satisfactory</b> performance from at least three (3) of its government or private clients.</li> </ol>	
<p><b>B. Technical Requirements</b></p> <ol style="list-style-type: none"> <li>1. The SP shall submit a proposed detailed <b>Work Plan</b> which shall include installation and connectivity design/diagram from the tapping point to the server room with the detailed activities and work schedule presented through GANTT Chart, S-Curve, or in any similar tool for project monitoring.</li> <li>2. The SP shall comply with the following project requirements: <ol style="list-style-type: none"> <li>a. Bandwidth and Connectivity Support <ol style="list-style-type: none"> <li>i. Guaranteed dedicated 1:1 ratio and bandwidth from clients to the global internet.</li> <li>ii. Immediate service restoration within four (4) hours mean Time to Restore per Occurrence of Network Outage.</li> <li>iii. Provide corrective service information and configuration.</li> </ol> </li> </ol> </li> </ol>	

<ul style="list-style-type: none"> <li>b. Bandwidth and Connectivity Support of <b>800 Mbps Committed Information Rate (CIR)</b> full bandwidth.</li> <li>c. Service Restoration and Quality of Service (QoS) Levels <ul style="list-style-type: none"> <li>i. 8am x 5pm NBD (Next Business Day) response time.</li> <li>ii. Down / Disconnected WAN must be up and running within 4 hours upon report.</li> </ul> </li> </ul>	
<p><b>C. Duties and Responsibilities of the Internet Service Provider</b></p> <p>(Please refer to Annex “A” - Terms of Reference)</p>	

*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 **supported with the End-User's acceptance or official receipt and sales invoice issued for the contract,** except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with Schedule of Requirements;
- (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable, with the following documents to support the statement of compliance:
  - (i) Detailed Work Plan
  - (ii) Certificate of Satisfactory Performance from at least three (3) private and/or government clients.**and**
- (g) Original duly signed Omnibus Sworn Statement (OSS) **supported with** Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative. In case of partnership or single proprietorship, the bidder shall submit Original Special Power of Attorney executed by the partners or single proprietor, whichever is applicable.

In case of Joint Venture, Original Special Power of Attorney shall be submitted by 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) **or** 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 **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**

- (j) Original of duly signed and accomplished [Financial Bid Form](#); **and**
- (k) Original of duly signed and accomplished [Price Schedule\(s\)](#).

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

- (l) *[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.





Republic of the Philippines  
**GOVERNMENT PROCUREMENT POLICY BOARD**  
**TECHNICAL SUPPORT OFFICE**

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**TERMS OF REFERENCE**  
**PROCUREMENT OF INTERNET SERVICES FOR THE GPPB-TSO**

**1.0 OBJECTIVE**

To elevate productivity and efficiency, it is crucial to invest in a secondary internet service subscription. This additional connection ensures continuous business operations, improves overall internet usage, minimizes downtime, and alleviates traffic congestion. Therefore, the Government Procurement Policy Board – Technical Support Office (GPPB-TSO) seeks to procure a service provider that will provide a redundant connection that will ensure continuity of business and office operations. Further, the GPPB-TSO intends to engage the services of a telecommunication provider that will meet the specified internet access requirements outlined in this terms of reference, intended for use in hybrid meetings, training sessions, and various online and day-to-day activities.

**2.0 SCOPE OF WORK**

- 2.1. The project covers the supply, delivery, installation, and provisioning of a dedicated internet connection with 800Mbps bandwidth for the GPPB-TSO new building at UP Compound, Commonwealth Ave., Diliman, Quezon City.
- 2.2. The Service Provider (SP) shall:
  - 2.2.1. Provide all the necessary hardware, terminations, and other services, materials, and equipment that are required and necessary to set up the internet connection from the tapping point to the server room located on the 3<sup>rd</sup> Floor of the building, which shall include but not limited to ODF, fiber optic cable, and other cables and insulation materials needed for the successful installation and implementation of the required services.
  - 2.2.2. Provide a network layout plan prior to installation which must be submitted within five (5) working days from the conduct of the project kick-off meeting. The plan shall be duly approved by GPPB-TSO prior to the commencement of the commissioning and installation.
  - 2.2.3. Provide diagnostic reports and updates in case of connection failure.



- 2.2.4. Provide a Multi Router Traffic Grapher (MRTG) to monitor monthly usage, assess link quality, and track bandwidth utilization, which shall be accessible by the GPPB-TSO.
- 2.2.5. Deliver IPv6-ready and/or compliant connection.
- 2.2.6. Provide 24x7 support services.
- 2.2.7. Enter into a Service Level Agreement with the GPPB-TSO.
- 2.2.8. Provide at least 99.5% network availability and reliability each calendar month.

### **3.0 QUALIFICATION REQUIREMENTS FOR THE SERVICE PROVIDER**

- 3.1. The SP must be a telecommunication-grade provider, that has a dedicated internet gateway service that delivers a dedicated (1:1) 1<sup>st</sup>-level carrier-grade bandwidth from the customer directly to the global internet. It also has a robust international network cable supporting even the most complicated networks. The SP must hold multiple points of presence from leading local and international telecommunications providers and carriers.
- 3.2. Must have full telecommunications redundancy and continuous power.
- 3.3. Must have the capacity and ability to provide maintenance services and technical support, physical and online on a 24/7 basis.
- 3.4. Must have rendered at least five (5) years of contract of internet services to different government agencies and/or private companies with at least a satisfactory rating. Thus, the interested bidder shall submit a certificate of satisfactory performance from at least three (3) of its government or private clients.

### **4.0 TECHNICAL REQUIREMENTS**

- 4.1. As part of the technical proposal to be submitted as part of bidding documents, the SP shall submit a proposed detailed Work Plan which shall include installation and connectivity design/diagram from the tapping point to the server room with the detailed activities and work schedule presented through GANTT Chart, S-Curve, or in any similar tool for project monitoring.
  - 4.1.1. The SP are encouraged to conduct site inspections prior to submission of proposals. The GPPB-TSO shall not be held liable for any wrong interpretation of the SP on the specifications provided herein.
  - 4.1.2. In case of site inspections, the SP shall coordinate with the GPPB-TSO for assistance and provision of access to the site.

4.2. The SP shall comply with the following project requirements:

4.2.1. Bandwidth and Connectivity Support

- a. Guaranteed dedicated 1:1 ratio and bandwidth from clients to the global internet.
- b. Immediate service restoration within four (4) hours mean Time to Restore per Occurrence of Network Outage.
- c. Provide corrective service information and configuration.

4.2.2. Bandwidth and Connectivity Support of 800 Mbps Committed Information Rate (CIR) full bandwidth.

4.2.3. Service Restoration and Quality of Service (QoS) Levels

- a. 8am x 5pm NBD (Next Business Day) response time.
- b. Down / Disconnected WAN must be up and running within 4 hours upon report.

**5.0. DUTIES AND RESPONSIBILITIES OF THE INTERNET SERVICE PROVIDER (ISP)**

5.1. Pre-installation

5.1.1. The SP shall submit an updated detailed Work Plan which shall include installation and connectivity design/diagram from the tapping point to the server room and the detailed activities and work schedule, subject for approval of the GPPB-TSO, within five (5) working days from the conduct of the project kick-off meeting.

5.2. Actual Installation

5.2.1. Installation and other related costs shall be at the expense of the SP. The SP shall be responsible for the administrative cost of securing all necessary permits, *if any*, for the installation of the required services.

5.2.2. Set up Internet Connection with 800 Mbps CIR connection bandwidth for both upstream and downstream network traffic flows.

5.2.3. Provide internet connectivity from the tapping point directly to the GPPB-TSO's core switch in the server room including all other materials needed for the purpose, which shall include but not limited to cables and/or insulation which are compliant with the industry standards and materials.

5.2.4. Assign at least 8 usable hosts with public IP addresses or classless networks to end-user.

### 5.3. Testing Period

5.3.1. Testing shall be immediately conducted upon completion of all necessary installation and configuration works.

5.3.2. The acceptance test procedure shall be in accordance with the following:

f. The acceptance testing shall be undertaken for a period of seven (7) working days.

g. Leased line internet shall have no service interruption during the agreed testing period.

h. The guaranteed internet bandwidth of 800 Mbps Lease Line Internet with 800 Mbps CIR is attained during working hours between 7:00 AM to 5:00 PM.

i. MRTG shall be accessible by the designated personnel of the GPPB- TSO Information Management Division.

j. Show the assigned 8 usable Public IP Addresses.

5.3.3. If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all the above conditions have been duly satisfied continuously for 7 working days.

5.3.4. During the testing period, the Contractor shall not be held liable for performance degradation/interruptions that are beyond its control such as building power outages, fluctuations or failure or malfunction of GPPB-TSO's equipment, and international/regional internet backbone problems.

### 5.4. Implementation

5.4.1. The SP shall maintain all provided equipment and connection in proper working condition.

5.4.2. The SP shall provide an escalation list and procedure for reporting faults and outages.

5.4.3. The SP shall immediately advise GPPB-TSO of any downtime occurrence or if in any case, the internet is rerouted to a backup link within one (1) hour from occurrence.

5.4.4. The SP must immediately replace the existing equipment once found defective within 24-hours upon submission and receipt of report.

5.4.5. The SP shall enter into a Service Level Agreement with the GPPB-TSO

## 5.5. Service Level Agreement

### 5.5.1. Network Availability (Key Performance Indicator)

- a. The SP shall provide a network availability of 99.5% monthly, including the international local loop provided by an international TELCO (in case of IPL's) who endeavors to maintain Network Availability of 99.5% monthly.
- b. The SP shall provide within four (4) hours mean Time to Restore per Occurrence of Network Outage.
- c. The GPPB-TSO shall be entitled to a rebate in the event the SP fails to meet the Network Availability KPI on the Internet Access and Philippine Local Loop.
- d. The SP shall provide not more than 80 milliseconds average round trip latency from GPPB-TSO to local ISP port.
- e. Provide not more than 200 milliseconds average round trip latency from local ISP port to US/International port.

### 5.5.2. Service Support

- a. The SP shall provide a 24 x 7 help desk customer service support.
- b. The SP shall provide an active contact number, landline and/or mobile phone number and email address, where GPPB-TSO can report problems and occurrence of network outages.
- c. The SP shall provide first-level technical support regarding internet connectivity.
- d. The SP's support response time shall be as follows:
  - i. 30 minutes for emergency tickets when link connection is down, in case of packet loss or variation in latency, and/or any other routing issue.

- ii. Four (4) hours of response time for a technical problem that requires on-site services. For problems reported after 4:00 PM, services shall be rendered the following working day at 8:00 in the morning. The GPPB-TSO shall report any issues/complaints within 24-hours from reporting of service restoration, otherwise, the service shall be considered restored.
- iii. Mean Time to Restore: Measured as a monthly average of the time from inception of trouble ticket until outage is repaired to customer satisfaction as follows:

$$\frac{\text{Total Outage Time (in Hours)}}{\text{Total Number of Trouble Tickets}}$$

**5.5.3. Rebate Schedule for Downtime Connection Interruption/Outage**

- a. The GPPB-TSO shall be entitled to a rebate if the SP fails to maintain a Network Availability of 99.5% monthly. However, rebates shall not be claimed if the interruption is directly attributable to the equipment installed owned by the GPPB-TSO or other factors that are beyond the control of the SP and which are not attributable to the SP’s fault and negligence.
- b. If the interruption is attributable to the SP, it shall voluntarily make the appropriate “Performance Credit” or rebate to GPPB-TSO without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing month.
- c. The following schedule of Rebate per length of interruption should failure of services occur for causes other than what is stipulated in the above paragraph. The Rebate(s) shall be credited to the succeeding month's billing statement after the reported outage:

**Table I. Schedule of Rebates**

<b>Length of Interruption</b>	<b>Credit (days)</b>
4 hours and below (within SLA)	0
more than 4 hours but less than 7 hours	1/10
more than 7 hours but less than 10 hours	1/5
more than 10 hours but less than 13 hours	2/5
more than 13 hours but less than 16 hours	3/5
more than 16 hours but less than 19 hours	4/5
more than 19 hours up to 24 hours	1

- d. For interruption over 24 hours, credit will be allowed in 3/5-day multiples for each 3-hour period of interruption or fraction thereof over 24 hours.

## 5.6. Maintenance

5.6.1. The SP shall respond to the request for maintenance at no cost to GPPB-TSO within the duration of the contract.

5.6.2. The SP shall provide not less than 7 calendar days of proactive notice of scheduled downtimes, service interruption, upgrades, or preventive maintenance, if any, subject to the approval of GPPB-TSO

5.6.3. The SP shall submit monthly access/usage reports to attest compliance to the SLA to be submitted as part of the monthly billing statement.

## 5.7. Termination of Contract

5.7.1. The termination of the contract shall be governed by the applicable provisions under the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (RA 9184).

## **6.0 DUTIES AND RESPONSIBILITIES OF THE GPPB-TSO**

6.1. Assist all interested SPs in the conduct of the site survey.

6.2. Grant the SP's authorized representative access to its premises, equipment, and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned GPPB-TSO personnel and approved entrance pass and work permit.

6.3. Responsible for the safe custody and use of the equipment installed by the ISP provider.

6.4. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the SP.

6.5. Issue a Certificate of Acceptance to the SP upon successful service delivery.

## **7.0. CONTRACT DURATION**

7.1. Twelve (12) months from the issuance of IMD of Certificate of Acceptance of Service Delivery and receipt of the same by the SP.

## **8.0. DELIVERY PERIOD**

8.1. Complete the delivery, installation, and configuration within thirty (30) calendar days from the receipt of the Notice to Proceed (NTP).

8.2. Any delay in the service delivery shall be subject to the existing applicable rules, laws, and regulations under RA 9184.

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

9.1. The total ABC for this project is Php1,494,000.00, inclusive of all applicable government taxes and service charges.

**10.0. PAYMENT**

10.1. The start of the Contractor's billing shall be based on the date of issuance and receipt of the "Certificate of Acceptance of Service Delivery".

10.2. The payment shall be on a monthly basis, subject to existing and applicable budgeting, accounting and auditing rules.