



Republic of the Philippines  
Department of Justice  
**BUREAU OF CORRECTIONS**  
Muntinlupa City



# **PHILIPPINE BIDDING DOCUMENTS**

## **DEDICATED INTERNET CONNECTION FOR NBP/NHQ AND CIW EPA 2025**

**Procurement ID No. 004**

**Sixth Edition  
July 2020  
Bids and Awards Committee 2024**

## **TABLE OF CONTENTS**

|   |           |
|---|-----------|
| <b>SECTION I. INVITATION TO BID.....</b>                                      | <b>3</b>  |
| <b>SECTION II. INSTRUCTIONS TO BIDDERS .....</b>                              | <b>6</b>  |
| <b>SECTION III. BID DATA SHEET .....</b>                                      | <b>16</b> |
| <b>SECTION IV. GENERAL CONDITIONS OF CONTRACT .....</b>                       | <b>18</b> |
| <b>SECTION V. SPECIAL CONDITIONS OF CONTRACT .....</b>                        | <b>21</b> |
| <b>SECTION VI. SCHEDULE OF REQUIREMENTS.....</b>                              | <b>24</b> |
| <b>SECTION VII. TECHNICAL SPECIFICATIONS.....</b>                             | <b>26</b> |
| <b>SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL<br/>DOCUMENTS .....</b> | <b>33</b> |

## ***Section I. Invitation to Bid***



Republic of the Philippines  
Department of Justice  
**BUREAU OF CORRECTIONS**  
Muntinlupa City



## **INVITATION TO BID FOR DEDICATED INTERNET CONNECTION FOR NBP/NHQ AND CIW EPA 2025**

1. The **Bureau of Corrections**, through the **National Expenditure Program FY 2025** intends to apply the sum of **Eight Million Five Hundred Forty Thousand Two Hundred Seventy-Eight Pesos Only (PhP 8,540,278.00)** being the ABC to payments under the contract for **Dedicated Internet Connection for NBP/NHQ and CIW EPA 2025** with Identification Number **EPA 004**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Contract to be awarded shall be subject to PPB Guidelines on the implementation of Early Procurement Activity (GPPB Circular 06-2019) which provides that this contract may only be awarded upon the approval and effectivity of the 2025 GAA or the reenacted budget and the ABC therefor remains without any reduction. In the event that the amount authorized for this procurement has been reduced, the project may still be awarded to the recommended winning bidder if the contract price is within the amount authorized in the GAA or the reenacted budget.

2. The **Bureau of Corrections**, now invites bids for the above Procurement Project. Delivery of the Goods is required within Thirty (30) calendar days from the receipt of the Notice to Proceed. Bidders should have completed, within the last three **(3) years** from the date of submission and receipt of bids, **a contract similar to the Project equivalent to at least fifty percent (50%) of the ABC**. 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.

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 **Bureau of Corrections** and inspect the Bidding Documents at the address given below during Monday to Friday from 8:00am to 5:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **SEPTEMBER 19, 2024 (08:00am to 05:00pm) to OCTOBER 14, 2024 (08:00am to 01:29pm)** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **ten (P10,000.00) thousand pesos only**. The Procuring

Entity shall allow the bidder to present its proof of payment for the fees and presented in person.

6. The **Bureau of Corrections** will hold a Pre-Bid Conference on **SEPTEMBER 30, 2024, 1:30pm** at BAC Conference Room NBP Reservation Muntinlupa City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **OCTOBER 14, 2024, 1:30pm**. 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 **OCTOBER 14, 2024, 01:30pm** at the given address below BAC Conference Room NBP Reservation Muntinlupa City, Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *The Schedule of Bidding Activities shall be as follows:*

| ACTIVITES                                  | DATE/TIME   | VENUE   |
|--|---|---|
| 1. Sale and Issuance of Bid Documents      | <b>SEPTEMBER 19, 2024 (08:00am to 05:00pm) to OCTOBER 14, 2024 (08:00am to 01:29pm)</b> | BAC Coference Room<br>Bureau of Corrections<br>Muntinlupa City  |
| 1. Pre-bid Conference                      | <b>SEPTEMBER 30, 2024, 1:30pm</b>   | BAC Conference Room<br>Bureau of Corrections<br>Muntinlupa City |
| 2. Submission and Opening of Bid Documents | <b>OCTOBER 14, 2024, 01:30pm</b>  | BAC Conference Room<br>Bureau of Corrections<br>Muntinlupa City |

11. The **Bureau of Corrections** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

**MARIA ADORACION I. VINAS**

Office of the BAC Secretariat

General Services Division Office, Bureau of Corrections, Muntinlupa City

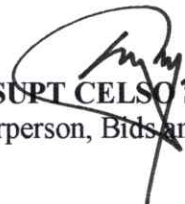
Tel # 02-8659-08-33/02-8478-0907

[bacsec2022@gmail.com](mailto:bacsec2022@gmail.com)

12. You may visit the following websites:

For downloading of Bidding Documents: [bucor.gov.ph](http://bucor.gov.ph)

Date of Issue: \_\_\_\_\_

  
**C/CSUPT CELSO S. BRAVO**  
Chairperson, Bids and Awards Committee

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

## 1. Scope of Bid

The Procuring Entity, **Bureau of Corrections** wishes to receive Bids for the ***Dedicated Internet Connection for NBP/NHQ and CIW EPA 2025*** {[insert, if applicable:]} under a Framework Agreement}, with identification number \_\_\_\_\_

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

The Procurement Project ***Dedicated Internet Connection for NBP/NHQ and CIW EPA 2025*** is composed of **one (1) Lot**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of **Eight Million Five Hundred Forty Thousand Two Hundred Seventy-Eight Pesos Only (PhP 8,540,278.00)**

2.2 The source of funding is the National Expenditure Program 2025

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. *[Select one, delete other/s]*
  - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
    - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
  - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For 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.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
  - 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
  - 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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

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

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

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

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

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

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the **IB**]* 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.
- 12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:
- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
  - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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

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

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

- a. Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 Calendar Days from receipt of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

## 15. Sealing and Marking of Bids

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

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

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

## 16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* for multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

## 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

---

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

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.
- 18.2. *[Include if Framework Agreement will be used:]* for multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed,*” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

*[Include the following options if Framework Agreement will be used:]*

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
  - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
  - 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
  - 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

## 20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* for multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,*}* 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**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.*}*

## 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**.

*[Include the following clauses if Framework Agreement will be used:]*

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

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



# Bid Data Sheet

| ITB Clause |   |
|------------|---|
| 5.3        | <p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Internet Service Provider</li> <li>b. completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.</li> <li>c. ISP should have at least 10 years as telephone service provider and at least 10 years as internet service provider</li> </ul>   |
| 7.1        | Subcontracting is not allowed   |
| 12         | The price of the Goods shall be quoted DDP Bureau of Corrections NBP Reservation Muntinlupa City or the applicable International Commercial Terms (INCOTERMS) for this Project.   |
| 14.1       | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than two percent (2%) of ABC, 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 five percent (5%) of ABC if bid security is in Surety Bond.</li> </ul>  |
| 19.4       | One Project having several items that shall be awarded as one contract.   |
| 20.2       | <p>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:</p> <ul style="list-style-type: none"> <li>1. Latest income and business tax returns filed and paid through the BIR Electronic Billing and Payment System (eFPS)</li> <li>2. Supporting Documents for the SLCC (Sales Invoice or Official Receipt or End-users Acceptance with at least Satisfactory in rating)</li> <li>3. <b>Certified true copy</b> of Valid and Current Registration Certificate (SEC Certificate of Registration for Corporation or DTI Certificate of Registration for Sole Proprietorship or CDA Certificate of Registration for Cooperative) <b>from issuing agency</b></li> <li>4. Valid and Current Mayor's or Business Permit</li> <li>5. Audited Financial Statement</li> <li>6. Valid and Current Tax Clearance</li> </ul> |
| 21.2       | No additional contract documents.   |

## ***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**.

*[Include the following clauses if Framework Agreement will be used:]*

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

#### **4. Inspection and Tests**

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

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

#### **5. Warranty**

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><b>Delivery and Documents –</b></p> <p>Delivery of the Goods/Security Services shall be made by the Service Provider within <b>Thirty (30) calendar days</b> from receipt of notice to proceed by the winning bidder, in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is, <b>Mr. Gil C Llano, ICTD, NBP, Muntinlupa City.</b></p> <p><b>Incidental Services –</b></p> <p>The Supplier/Service Provider is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p>The Contract price for the Goods/ and Services shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity<br/> Name of the Supplier<br/> Contract Description<br/> Final Destination<br/> Gross Weight<br/> Any special lifting instructions<br/> Any special handling instructions<br/> Any relevant HAZCHEM classifications</p> |

|     |  |
|-----|--|
|     | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> |
| 2.2 | No further instructions.   |
| 4   | The inspections and tests that will be conducted at the project site and actual inspection of the goods/services shall be done as required under Section VII. Technical Specifications.  |

## ***Section VI. Schedule of Requirements***





Republic of the Philippines  
 Department of Justice  
**BUREAU OF CORRECTIONS**  
 Muntinlupa City



## *Section VI. Schedule of Requirements*

### *Dedicated Internet Connection for NBP/NHQ and CIW EPA 2025*

| Description   | Quantity | Delivered,<br>Weeks/Months                                |
|---|----------|---|
| 1. Internet Dedicated Service with High-Availability (IDS-HA) <ul style="list-style-type: none"> <li>a. <b>Independent ISP 1</b> <ul style="list-style-type: none"> <li>• 1000 Mbps</li> <li>• One (1) Modem fiber connection, and</li> <li>• One (1) Managed Router that can accommodate up to 1000 Mbps traffic throughput</li> </ul> </li> <li>b. <b>Independent ISP 2</b> <ul style="list-style-type: none"> <li>• 1000 Mbps</li> <li>• One (1) Modem fiber connection, and</li> <li>• One (1) Managed Router that can accommodate up to 1000 Mbps traffic throughput</li> </ul> </li> </ul> 2. Two (2) Telco Grade Router<br>3. Two (2) Telco Grade Firewall<br>4. Must provide /29 IP Block<br>5. One (1) GB Web Hosting<br>6. MRTG Access<br>At 2/F, BUREAU OF CORRECTIONS, -, MUNTINLUPA CPO, NATIONAL CAPITAL REGION (NCR), 1770, MUNTINLUPA, METRO MANILA, PHL<br>2. Internet Dedicated Service <ul style="list-style-type: none"> <li>a. <b>Independent ISP 1</b> <ul style="list-style-type: none"> <li>• 500 Mbps</li> <li>• One (1) Modem fiber connection</li> <li>• One (1) Managed Router</li> <li>• One (1) Telco Grade Firewall</li> </ul> </li> </ul> at CORRECTIONAL INSTITUTION FOR WOMEN CIW Reservation, Nueve de Pebrero St., Brgy. Addition Hills, Mandaluyong City | 1 Lot    | <b>30 calendar days from receipt of Notice to Proceed</b> |

**Terms and Conditions:**

Mode of Payment: Monthly (Subject for approval by end-user and upon issuance of Certificate of Acceptance by the End-User and Inspection and Acceptance Committee)

**I/We hereby commit to comply and deliver all the requirement in accordance with the above stated schedule of requirements.**

**CONFORME:**

---

Name of Company in Print

---

Signature Printed Name of Authorized Representative

---

Date

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



Republic of the Philippines  
 Department of Justice  
**BUREAU OF CORRECTIONS**  
 Muntinlupa City



***Dedicated Internet Connection for NBP/NHQ and CIW EPA 2025***

| Item  | Specifications  | Statement of Compliance |
|-------|---|-------------------------|
| Lot 1 | <p>1. Internet Dedicated Service with High-Availability (IDS-HA)</p> <p>a. <b>Independent ISP 1</b></p> <ul style="list-style-type: none"> <li>• 1000 Mbps</li> <li>• One (1) Modem fiber connection, and</li> <li>• One (1) Managed Router that can accommodate up to 1000 Mbps traffic throughput</li> </ul> <p>b. <b>Independent ISP 2</b></p> <ul style="list-style-type: none"> <li>• 1000 Mbps</li> <li>• One (1) Modem fiber connection, and</li> <li>• One (1) Managed Router that can accommodate up to 1000 Mbps traffic throughput</li> </ul> <p>2. Two (2) Telco Grade Router</p> <p>3. Two (2) Telco Grade Firewall</p> <p>4. Must provide /29 IP Block</p> <p>5. One (1) GB Web Hosting</p> <p>6. MRTG Access</p> <p>At 2/F, BUREAU OF CORRECTIONS, --, MUNTINLUPA CPO, NATIONAL CAPITAL REGION (NCR), 1770, MUNTINLUPA, METRO MANILA, PHL</p> <p>2. Internet Dedicated Service</p> <p><b>Independent ISP 1</b></p> <ul style="list-style-type: none"> <li>• 500 Mbps</li> <li>• One (1) Modem fiber connection</li> <li>• One (1) Managed Router</li> <li>• One (1) Telco Grade Firewall</li> </ul> <p>at CORRECTIONAL INSTITUTION FOR WOMEN CIW Reservation, Nueve de Pebrero St., Brgy. Addition Hills, Mandaluyong City</p> |                         |

**I/We hereby commit to comply and deliver all the requirement in accordance with the above stated specifications.**

**CONFORME:**

---

Name of Company in Print

---

Signature Printed Name of Authorized Representative

---

Date

# TERMS OF REFERENCE

## TERMS OF REFERENCE:

- I. **SCOPE OF WORK** – The **Winning Bidder** shall provide to the BUREAU OF CORRECTIONS the service in accordance with the terms and conditions. The provision of service must include the following:
  1. Design and planning of the service to be provided.
  2. The Winning Bidder Must Supply, Deliver, Configure, and Install:
    - 2.1. Two (2) Independent Internet Service Providers (ISPs) with One Thousand (1000) Mbps Committed Information Rate (CIR) each via Fiber Optic Cable to the 2/F, BUREAU OF CORRECTIONS, MUNTINLUPA CPO, NATIONAL CAPITAL REGION (NCR), 1770, MUNTINLUPA, METRO MANILA, PHL
    - 2.2. One (1) Independent Internet Service Provider (ISP) with Five Hundred (500) Mbps Committed Information Rate (CIR) each via Fiber Optic Cable to the CIW Reservation, Nueve de Pebrero St., Brgy. Addition Hills, Mandaluyong City
    - 2.3. Delivery, installation, and configuration of Three (3) Router
    - 2.4. Delivery, installation, and configuration of Three (3) Firewall 200F with 1-year license
  3. Bidder must provide and secure One (1) GB space for BuCor Website with SSL certificate
  4. Installation cost must be bundled with the one-year contract service, including providing the needed cables/insulation and other related materials following industry standards.
  5. Suppose the BuCor transfers to a new office location. In that case, the **Provider** must transfer the Fiber Optic Cable (FOC) connection, including hardware re-deployment, to the new site at no cost to the BuCor.
  6. **Must conduct Acceptance testing**, which will be used as the basis for the start of the billing period; it will take place after the installation and inspection, subject to the following criteria:
    - 6.1. Must be conducted by the winning Internet Service Provider /Telecommunications Company (ISP/Telco) in the presence of BuCor representatives;
    - 6.2. No service interruption must take place during the testing period, except for those beyond the provider's control (i.e., power failure, failure of equipment, and international/regional backbone problems);
    - 6.3. Committed Information Rate (CIR) requirement compliance for two (2) proposed independent ISPs;
    - 6.4. Latency requirement compliance;
    - 6.5. Must turn over an assigned Multi-Router Traffic Grapher (MRTG) accounts for both independent ISPs to BuCor
    - 6.6. Must secure and provide usable static public IP-Address as required.
    - 6.7. Must conduct Bit Error Rate (BER) Test.
  7. **The Acceptance Test Procedure must have the following results:**
    - 7.1. Line Quality Test - Test: BER - Standard: **Error – free**
    - 7.2. Test for Packet Loss - Test: Ping - Standard: **100% packet return**
    - 7.3. Latency Test - Ping - Standard: **180-250 milliseconds to US routes.**
  8. **Technical Support:**

The technical support services must include the following:

    - 8.1. **Maintenance Services**
      - 8.1.1. Maintenance of all provided hardware, peripherals, and software to ensure proper working order;
      - 8.1.2. Replacement of all defective hardware peripherals and materials in case of hardware malfunction;
      - 8.1.3. Pro-active notification thru email, phone calls, and Sms on any

occurrences of the following:

- a. Schedule downtime
- b. Service interruption
- c. Upgrades or preventive maintenance
- d. Possible rerouting of internet connection to backup link due to connection loss of both primary and secondary links.

## 8.2. Customer support

- 8.2.1. 24x7 on-call support;
- 8.2.2. Must Resolve all kinds of technical problems within 30 minutes from the initial report time, including but not limited to:
  - a. When the links connection is down
  - b. Packet loss
  - c. Latency variation
  - d. Routing issue
- 8.2.3. Must provide an hourly status update from receipt of initial report time if trouble will take more than 30 minutes to resolve;
- 8.2.4. Must provide telephone (landline/cellphone), SMS, or Email technical support, available on a 24x7 basis to assist in troubleshooting issues;
- 8.2.5. Must provide qualified technical representative/s, within 24 hours of initial report time and at no additional cost to BuCor, for issues that need to be resolved on-site.

## 8.3. Service Level Agreement

- 8.3.1. Must provide Network Availability of: 99.99%
- 8.3.2. Must have 24/7 network support and data operations center
- 8.3.3. Must have an Upgradeable and Scalable Bandwidth Provisioning
- 8.3.4. Must have a robust and resilient network
- 8.3.5. Must have an extensive nationwide network
- 8.3.6. Must have experienced and licensed technical support engineers for the required managed routers and equipment, preferably **Cisco Certified Network Associate (CCNA)** and **Cisco Certified Network Professional (CCNP)****
- 8.3.7. Must provide guaranteed latency not less than 200ms at 50% load from BuCor to the internet service provider
- 8.3.8. Must have a guaranteed Packet Loss of 0.1% or less
- 8.3.9. Provide BuCor a written notice at least (5) working days before the scheduled maintenance work. In the event of service interruption due to scheduled maintenance, the provider should have alternate re-routing of the internet connection.
- 8.3.10. Mean-Time-To-Repair (MTTR)
- 8.3.11. Router Connection Error (30-45 mins)
- 8.3.12. Local Exchange Breakdown (2-4 hrs)
- 8.3.13. Scheduled Maintenance Work (4-6 hrs)
- 8.3.14. Must provide a monthly report of service interruption and time of delay with corresponding rebates, if there are any.
- 8.3.15. Diverse and distributed cable routes using trans-Asia and trans-Pacific submarine cable systems with redundancy
- 8.3.16. Must provide a direct connection to major IXs (Internet Exchanges), both local and international
- 8.3.17. Minimum of 1:1 Committed Information Rate (CIR) synchronous download and upload.
- 8.3.18. Must provide and secure One (1) GB space for web hosting, the service includes SSL certificate. In case of a security breach, the client will be notified within an hour, and mitigation steps will be initiated immediately.
- 8.3.19. Must provide real-time access to bandwidth utilization monitoring reports through Multi Router Traffic Grapher (MRTG) for two (2) circuits.

## **II. DELIVERY AND RECEIVING INSTRUCTIONS**

The Supplier shall observe the following instructions:

1. Services/Goods as specified in this Schedule of Requirements and/or the Technical Specifications must be delivered only to the address indicated herein.
2. The Provider must notify the indicated authorized receiving personnel at the Project Site of the scheduled delivery date at least three (3) working days in advance and shall ensure that the authorized receiving personnel from the BuCor is present during the date and time of delivery.
3. The Supplier shall deliver to the Project Site from 8:00 AM to 5:00 PM and on Mondays to Fridays only; the Provider shall not make deliveries before 8:00 AM, after 5 PM, and on non-working days.
4. Upon delivery of the Goods to the Project Site, the supplier shall notify the BuCor and present the following documents:
  - 4.1. Original and four copies of the Supplier's Invoice showing the Goods description, quantity, unit price, and total price.
  - 4.2. Original and four copies of Delivery Receipts
  - 4.3. Original Statement of Accounts.
  - 4.4. Approved Purchase Order For these conditions, Purchaser's representative at the Project Site is Mr. GIL LLANO – End user and the concurrent procurement officer or his authorized representative(s).

**TECHNICAL SPECIFICATIONS**

| Item | Description  |
|------|--|
| 1    | <p><b>1. Internet Dedicated Service</b></p> <p>1.1. <b>Independent ISP 1:</b> 1000 Mbps IDS Connection speed with modem/media converter provided.</p> <p>1.2. <b>Independent ISP 2:</b> 1000 Mbps IDS Connection speed with modem/media converter provide</p> <p>1.3. Must be a Tier-1 internet provider with multiple submarine cable link support and has fully redundant network routers connected to a high-performance fiber optic infrastructure. <b>“Tier-1 means registered “Telecommunications” Company in the Philippines”</b> The Provider must have a total network traffic capacity of at least 80 Gbps IP upstream (US and Asia)</p> <p>1.4. The Provider must be ISO 9001:2015 certified.</p> <p>1.5. The provider must have at least ten (10) years as a telephone and internet service provider from the NTC.</p> <p>1.6. Must have Seamless Dedicated Internet Premium Bandwidth with High Availability (HA) via fiber connection capable of transmitting multiple traffic streams and variable bandwidth preset with twice the subscribed bandwidth of: Independent Primary ISP = 1000 Mbps and Independent Secondary ISP = 1000 Mbps.</p> <p>1.7. Must have an existing Wide Area Network (WAN) fiber-optic backbone near the main entrance of BuCor</p> <p>1.8. Must have a Metro-wide fiber optic network</p> <p>1.9. Must have a Tier 1 International Internet Exchange backbone connection with the corresponding type of connections (submarine cable, satellite, etc.)</p> <p>1.10. Must be able to change traffic with other Tier 1 providers, following strict peering agreements. (Peering is the internet traffic exchange between two networks that have agreed on a connection to exchange traffic without using a third party, reducing internet costs. Without Tier 1 internet providers, internet traffic could not be exchanged between countries.)</p> <p>1.11. Must be capable of connecting to wan failover and ISP internet load balancing appliance with stable bandwidth connection.</p> |

|                 |  |
|-----------------|--|
|                 | <ul style="list-style-type: none"> <li>1.12. Must be directly connected from the main pipe of the USA internet backbone and directly connected to the foundations of the internet, offering higher speed connections and more reliable networks.</li> <li>1.13. Must be connected from the Asia Pacific loop of a backbone with the East-Asia Crossing and Pacific Crossing.</li> <li>1.14. Must be a member of a Local Internet Exchange, e.g., Philippine Internet Exchange (PhiX), Matrix Internet Exchange (MIX), Common Routing Exchange (CORE), etc.</li> <li>1.15. Must guarantee a 1:1 ratio of bandwidth from the user's office to the global Internet</li> <li>1.16. Must have a flatter network optimized for IP with low latency</li> <li>1.17. Must be capable of a redundant node from BuCor Site to the ISP's main hub.</li> <li>1.18. Must perform a Bit Error Ratio (BER) Testing after installation.</li> <li>1.19. Must Supply a Committed Information Rate (CIR): No less than 150Mbps each independent ISPs.</li> <li>1.20. Must provide Public IP addresses (PIP): IP allocation should be flexible and easier to access from a Tier 1 provider. <ul style="list-style-type: none"> <li>1.20.1. /30 and /27 for the ISP1, and</li> <li>1.20.2. /30 and /27 for the ISP2</li> </ul> </li> <li>1.21. The facility Must be owned and operated by the Internet Service Providers (ISPs).</li> <li>1.22. Must perform Local Area Network (LAN) and Wide Area Network (WAN) equipment configurations.</li> <li>1.23. Must have a secured One (1) GB space for web hosting</li> </ul>   |
| <p><b>2</b></p> | <p><b>2. Internet Dedicated Service</b></p> <ul style="list-style-type: none"> <li>2.1. <b>Independent ISP 1:</b> 500 Mbps IDS Connection speed with modem/media converter provided.</li> </ul>  |
| <p><b>2</b></p> | <p><b>3. Three (3) units Managed Service Telco Grade Router for each independent ISP: Cisco ISR 4351 routers including subscriptions and Local supports with the following specifications:</b></p> <ul style="list-style-type: none"> <li>3.1. Form Factor: 1ru</li> <li>3.2. Performance: 500 Mbps throughput upgradable to 2Gbps</li> <li>3.3. Management Port with Management Cable</li> <li>3.4. Network Interface Module (NIM): 3</li> <li>3.5. Default / Max Dram: 8 GB / 16 GB</li> <li>3.6. Integrated Services Card Slots: 1 (PVDM 4)</li> <li>3.7. USB ports (type A): 2</li> <li>3.8. Power Supply Type: Internal AC, POE, or DC</li> <li>3.9. Redundant Power Supply:</li> <li>3.10. Module online insertion and removal</li> <li>3.11. Server virtualization platform (UCS E Series) and Network Compute Engine (NCE): 4 Core NCE</li> <li>3.12. Zone-based firewall and NAT services:</li> <li>3.13. VRF- aware Firewall and Network address translation (NAT)</li> <li>3.14. Hardware VPN acceleration (DES, 3DES, AES)</li> <li>3.15. IPSEC VPN Services:</li> <li>3.16. Flex VPN, Easy VPN remote server, Enhanced Easy VPN, Dynamic Multipoint VPN (DMVPN)</li> <li>3.17. Group encrypted transport VPN (GET VPN), V3PN, MPLS VPN</li> <li>3.18. Intrusion Prevention: Snort for signature Based and Firepower as nGIPS</li> <li>3.19. Anomaly Detection and Machine Learning: Cisco Self Learning Networks (SLN)</li> <li>3.20. Network Foundation Protection: ACL, FPM, control plane protection, control plane policing (capp), Qos role-based CLI access, source based RTBH, uRPF, SSH v2</li> <li>3.21. Cisco Umbrella Branch Support</li> <li>3.22. Cisco Cloud web security <ul style="list-style-type: none"> <li>3.22.1. <b>Cisco trust Sec:</b></li> </ul> </li> </ul> |

|          |  |
|----------|--|
|          | <p>3.22.2. Security Group tag Exchange Protocol (SXP), SGT over GETVPN</p> <p>3.22.3. SGT over IPSEC</p> <p>3.22.4. SGT over DMVPN</p> <p>3.22.5. SGT-based ZBFW</p> <p>3.22.6. Port/Layer 3 interface/IP/Subnet-to-SGT mapping</p> <p>3.22.7. SGT export in Flexible Netflow</p>  |
| <b>3</b> | <b>3.Three (3 units Managed Service Telco Grade Firewall for each independent ISP – FG 200E with 1 year license</b>  |
|          | <p><b>Must have Fiber Optic Cable Multiplexer and Gigabit Ethernet (GE) capable. Interface Hand-off: (Gigabit Ethernet 10/100/1000 - electrical)</b></p> <p>1.1. <b>Must have at Least 1Gbps Multi-Lateral Peering with PhOpenIX for at least six (6) years.</b></p> <p>1.2. <b>Must have at least ten direct International Uplinks (Tier 1/Tier 2, ie. AT&amp;T, Level 3, Telstra, etc.) for redundancy purposes.</b></p> <p>1.3. <b>Minimum total Uplink capacity of 40Gbps</b></p> <p>1.4. <b>Managed and operated local Internet peering (i.e., MIX, GIX, PHIX)</b></p> <p>1.5. <b>High Speed and Dedicated Internet service with 1:1 CIR (Committed Information Rate)</b></p> <p><b>Must Provide a Detailed Diagram of the Following:</b></p> <ul style="list-style-type: none"> <li>• <b>at least 10 direct International Uplinks (Tier 1/Tier 2, ie. AT&amp;T, Level 3, Telstra etc.)for redundancy purposes.</b></li> </ul> <p><b>Backhaul going to Cable Landing Station (i.e Nasugbo Batangas, Naic Cavite</b></p> |

**I/We hereby commit to comply and deliver all the requirement in accordance with the above stated specifications.**

**CONFORME:**

---

Name of Company in Print

---

Signature Printed Name of Authorized Representative

---

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); **and**

##### 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**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Schedule of Requirements; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

##### Financial Documents

- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); **or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

#### *Class "B" Documents*

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

### II. FINANCIAL COMPONENT ENVELOPE

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

## *Bidding Forms*

COMPANY LETTERHEAD

**Statement of ongoing government & private contracts**

***Dedicated Internet Connection for NBP/NHQ and CIW EPA 2025***

Statement of all its ongoing government and or private contracts including contracts awarded but not yet started, if any whether similar or not similar in nature.

| Name of Contract                     | Date of contract | Contract Duration | Owner's Name and Address | Kind of Goods | Amount of Contract | Value of Outstanding Contract |
|--------------------------------------|------------------|-------------------|--------------------------|---------------|--------------------|-------------------------------|
|                                      |                  |                   |                          |               |                    |                               |
|                                      |                  |                   |                          |               |                    |                               |
|                                      |                  |                   |                          |               |                    |                               |
|                                      |                  |                   |                          |               |                    |                               |
|                                      |                  |                   |                          |               |                    |                               |
| Total Value of Outstanding Contract: |                  |                   |                          |               |                    |                               |

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

COMPANY LETTERHEAD

**Statement of Single Largest Completed Contract**

***Dedicated Internet Connection for NBP/NHQ and CIW EPA 2025***

Statement of Single (1) Largest Completed Contract of Similar in nature within the last three (3) years from the date of submission and receipt of bids amounting to at least fifty percent (50%) of the Approved Budget of the Contract (ABC)

| Name of Contract | Date of contract | Contract Duration | Owner's Name and Address | Kind of Goods | Amount of Contract | Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary | Date of Delivery |
|------------------|------------------|-------------------|--------------------------|---------------|--------------------|--|------------------|
|                  |                  |                   |                          |               |                    |  |                  |

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

COMPANY LETTERHEAD

***Dedicated Internet Connection for NBP/NHQ and CIW EPA 2025***

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

X-----X

**BID SECURING DECLARATION**  
**Invitation to Bid:** *[Insert Reference number]*

To: **Bureau of Corrections**

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 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 Ten (10) 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 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;
  - (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'S AUTHORIZED REPRESENTATIVE]*

\_\_\_\_\_  
*[Insert Signatory's Legal Capacity]*  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

COMPANY LETTERHEAD

***Dedicated Internet Connection for NBP/NHQ and CIW EPA 2025  
Omnibus Sworn Statement***

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:***

a) *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 ***Dedicated Internet Connection for NBP/NHQ and CIW EPA 2025*** of the **Bureau of Corrections**, as shown in the attached duly notarized Special Power of Attorney;

b) *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 ***Dedicated Internet Connection for NBP/NHQ and CIW EPA 2025*** of the **Bureau of Corrections**, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable);]*;

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



4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the ***Dedicated Internet Connection for NBP/NHQ and CIW EPA 2025***.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute

criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 2024 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

COMPANY LETTERHEAD

*Dedicated Internet Connection for NBP/NHQ and CIW*

**Certificate of Net Financial Contracting Capacity**

(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is \_\_\_\_\_ (P \_\_\_\_\_) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows: (Please show computation of NFCC)

$$\text{NFCC} = (\text{CA} - \text{CL}) (15) - \text{C}$$

Where:

CA = Current Assets

CL = Current Liabilities

C = value of all outstanding or uncompleted portions of the Projects under going contracts, including awarded contracts Yet to be started coinciding with the contract for this Project

**NOTE:**

The values of the bidder's current assets and current liabilities shall be based on the Audited Financial Statement submitted to the BIR.

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

COMPANY LETTERHEAD

***Dedicated Internet Connection for NBP/NHQ and CIW***

**Bid Form**

---

Date: \_\_\_\_\_  
Invitation to Bid N<sup>o</sup>: [Insert Identification number]

To: **Bids and Awards Committee**  
Bureau of Corrections  
NBP Reservation Muntinlupa City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ***Dedicated Internet Connection for NBP/NHQ and CIW*** in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ ₱ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

| Name and address of agent | Amount and Currency | Purpose of Commission or gratuity |
|---------------------------|---------------------|-----------------------------------|
| _____                     | _____               | _____                             |
| _____                     | _____               | _____                             |
| _____                     | _____               | _____                             |

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the **Dedicated Internet Connection for NBP/NHQ and CIW** of the **Bureau of Corrections**. *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for **Dedicated Internet Connection for NBP/NHQ and CIW** of the **Bureau of Corrections**.**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
*[Signature over Printed Name]*

\_\_\_\_\_  
*[In the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



Republic of the Philippines  
Department of Justice  
**BUREAU OF CORRECTIONS**  
Muntinlupa City



## SCHEDULE OF PRICES

### *Dedicated Internet Connection for NBP/NHQ and CIW*

| Description                                       | ABC          | Qty.  | Total Bid Price Inclusive of VAT |
|---|--------------|-------|----------------------------------|
| Dedicated Internet Connection for NBP/NHQ and CIW | 8,540,278.00 | 1 Lot |                                  |
| <b>Total Bid Price Inclusive of VAT in Words</b>  |              |       |                                  |

\_\_\_\_\_  
*[Signature over printed name]*

\_\_\_\_\_  
*[In the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



**Sixth Edition  
July 2020  
Bids and Awards Committee 2024**