

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Procurement of a Service Provider for the DOT Internet Direct Services and Data Center Services

Project Identification Number: DOT-BAC IB 2023-022

**Sixth Edition
July 2020**

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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



INVITATION TO BID FOR THE *Procurement of a Service Provider for the DOT Internet Direct Services and Data Center Services*

1. The *Department of Tourism (DOT)*, through the *General Appropriation Act 2023* intends to apply the sum of *Eleven Million Five Hundred Thousand Pesos (PhP11,500,000.00) inclusive of applicable taxes*, being the ABC to payments under the contract for *“Procurement of a Service Provider for the DOT Internet Direct Services and Data Center Services” (Project Identification No. DOT-BAC IB 2023-022)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DOT* now invites bids for the above Procurement Project. Delivery of the Goods is required for *one (1) year*. Bidders should have completed, within *three (3) 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.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DOT and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders from *15 August to 01 September 2023 (8:00 a.m. to 5:00 p.m.)* and *04 September 2023 (until 9:00 a.m.)* 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 Twenty-Five Thousand Pesos (PhP25,000.00) OR deposited to:*

Account Name	Department of Tourism-Regular Trust
Account Number	00-0-05002-407-4
Beneficiary's Bank	Development Bank of the Philippines (DBP)
Bank Branch	F. Zobel Branch
Address	809 J.P Rizal corner F. Zobel St., Makati City, Philippines

(Note: Pls. send copy of the Transaction report or any proof of payment at the email address moalmazan@tourism.gov.ph)

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of DOT, **provided that bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.**

6. The **DOT** will hold a Pre-Bid Conference on **22 August 2023 at 10:00 a.m.** at the 4th Floor, Conference Room, **DOT Bldg., No. 351 Sen. Gil Puyat Avenue, Makati City**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission **on or before 04 September, 2023 at 9:00 a.m. only** at the office address indicated below. 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 **04 September 2023 at 10:00 a.m.** at the **4th Floor, Conference Room, DOT Bldg. 351 Sen. Gil Puyat Ave., Makati City.**
10. All documents shall be current and updated and any missing document in the checklist is a ground for outright rejection of the bid. Bidder shall submit **one (1) original and five (5) photocopies** of the first and second components of its bid in sealed envelope.

To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the checklist when placed in an Envelope, with documents bounded, tabbed and labeled accordingly.

11. The **DOT** 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 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:

Mr. GODOFREDO R. MALDONADO, JR.
Head, DOT-BAC Secretariat
Procurement Management Division, 4th Floor, DOT Bldg.
351 Sen. Gil Puyat Ave., Makati City
Telephone Nos. 8459-5200 to 30 Loc. 425
Email Address: grmaldonado@tourism.gov.ph
Website Address: www.tourism.gov.ph

13. You may visit the following websites:
For downloading of Bidding Documents: **www.tourism.gov.ph /www.philgeps.gov.ph**


ASEC. REYNALDO L. CHING
DOT-BAC Chairperson 

August 14, 2023

Section II. Instructions to Bidders

1. Scope of Bid

1. The Procuring Entity, **Department of Tourism**, wishes to receive Bids for the **Procurement of a Service Provider for the DOT Internet Direct Services and Data Center Services** with Project Identification Number **DOT-BAC IB 2023-022**.

The Procurement Project (referred to herein as “Project”) 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 **FY 2023** in the amount of **Eleven Million Five Hundred Thousand Pesos (PhP11,500,000.00)**. The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.
- 2.2. The source of funding is the **FY 2023 General Appropriations Act**.

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 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 subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **22 August 2023 at 10:00 a.m.** at the **4th Floor, Conference Room, DOT Bldg., No. 351 Sen. Gil Puyat Avenue, Makati City**, 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 **three (3) years** prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 **January 02, 2024**. 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 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 as indicated in **paragraph 10 of the IB**. 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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one project having several items 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

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

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Refer to the services of an internet and server co-location provider which can deliver internet direct services and data center services</i></p> <p>b. completed within <i>three (3)</i> years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
12	<i>Not applicable</i>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than PhP230,000.00 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than PhP575,000.00 (5% of ABC), if bid security is in Surety Bond.</p>
15	<p>Each Bidder shall submit one (1) original and five (5) copies of the first and second components of its Bid.</p> <p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".</p> <p>Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>The original and the number of copies of the Bid shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.</p> <p>All envelopes shall:</p> <p>(a) contain the name of the contract to be bid in capital letters;</p> <p>(b) bear the name and address of the Bidder in capital letters;</p> <p>(c) be addressed to the Procuring Entity's BAC;</p>

	<p>(d) bear the specific identification of this bidding process; and</p> <p>(e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.</p> <p>Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>
19.3	<i>No further instructions</i>
20	<i>No further instructions</i>
21	<i>No further instructions</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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is MR. ERWIN A. UMANDAL Admin. Assistant V eaumandal@tourism.gov.ph</p>
	<p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p>
	<p>a. Performance or supervision of the supplied Goods;</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
2.2	<p>The DOT will make a monthly payment upon submission of Monthly Billing Statement.</p>
4	<p>The deliverables shall be subject to the inspection and acceptance of the DOT’s authorized representative(s).</p>

Section VI. Schedule of Requirements

Schedule of Requirements

Item Number	Description	Quantity	Delivered, Weeks/Months
	Procurement of a Service Provider for the DOT Internet Direct Services and Data Center Services (One year Contract)	1 lot	10 calendar days upon receipt of the NTP

*More detailed service requirements and technical specifications are found under **Section VII. Technical Specifications***

Conforme:

Name of Bidder's/Representative

Signature

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
	<p>I. MINIMUM REQUIREMENTS Vendor Requirement - Must be a Local Telecommunications company (provides Voice, Data & Internet). Should provide certification from National Telecommunication Commission (NTC); -The Telecommunications company must have rendered at least Fifteen (15) years of internet service to government agencies or private companies; and</p>	

	<ul style="list-style-type: none"> -Insurance of transfer and transportation cost shoulder by the provider -Cost of cabling installation -The winning bidder must provide temporary connections for the Department so as to not hamper the operation and hosting of the DOT website and online application during the 10 days downtime (maximum). - provide technical report on every systems error - must have similar project for the last 3 years <p>II. SCOPE OF SERVICES:</p> <p>1. Provide the following services:</p> <p>1.1 Co-location and Internet Direct Services (IDS) as follows:</p> <p>1.1.1 4 full rack co-located</p> <p>1.1.2 IDS 180 mbps (on-line services)</p> <p>1.1.3 IDS and HAS 500Mbps (symmetrical) at DOT Main Office in Makati;</p> <p>1.1.4 DLL 100 mbps from Data Center to DOT Building in Makati;</p> <p>1.1.5 44 Public usable IP Address</p> <p>1.1.6 Firewall appliances with the license for 1000 users;</p> <p>1.1.7 Interface Hand-off (Gigabit Ethernet —Electrical hand-off);</p> <p>1.1.8 Managed Services Office 365 (900 users);</p> <p>1.1.9 Managed Services Office 365 E3 (2 users)</p> <p>1.1.10 Managed Services Office 365 PowerBI Standard (110 users);</p>	
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	<p>1.1.11 Free Actual Power/Electric Consumption.</p> <p>1.1.12 Training for Office 365 for all account users</p> <p>1.2 Carrier-neutral facility which provides an interconnection point for other telecom companies</p> <p>1.3 Telco-grade co-location facility; Triplicate power supply (commercial feed, generator set and battery) with Uninterrupted Power Supply (UPS) / Automatic Transfer Switch (ATS) functionality, redundant air-conditioning, raised-flooring, and fire-prevention and suppression systems</p> <p>1.4 99.9% server-to-internet access uptime</p> <p>1.5 24 x 7 physical security and network management and support</p> <p>1.6 Deliver and maintain the server co-location with a service level agreement of 99.99%-</p> <p>Customer Service Centre facilitates communications between customers and various technical levels within the service provider on a 24 hour x 7 days a week basis.</p> <p>Server co-locations should include the following:</p> <p>1.6.1 Within NCR</p> <p>1.6.2 Co-location space - 4 racks</p> <p>1.6.3 Ethernet port and cabling</p> <p>1.6.4 Unlimited maintenance visits</p> <p>1.6.5 24 x 7 technical assistance</p> <p>1.6.6 Data Centre Securities to include Network Monitoring System (Base and Remote), IP</p>	
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	<p>Surveillance Cameras, Biometric Access</p> <p>2. As mandated by the Government all ISP should be peered with PHOPENIX.</p> <p>3. The Internet Direct Service (IDS) platform should house routers and servers, connected via multiple Synchronous Transport Module (ST M) capacity to Level 3, American Telephone and Telegraph Company (AT&T), and Hong Kong Internet exchange (HKIX), among others to support existing and future internet applications.</p> <p>The IDS should feature the following:</p> <p>3.1 Type of Connection: Guaranteed/dedicated 1:1 ratio, synchronous (Terminated via Metro-E) and bandwidth from the DOT office to the global internet</p> <p>3.2 Smoothly scalable dedicated bandwidth from 1 Mbps to 1Gbps</p> <p>3.3 Flatter network optimized for IP with low latency and fewer potential points of failure</p> <p>3.4 Runs on a metrowide fiber optic network that increases reliability and security against network downtime</p> <p>3.5 Provides web access to usage and network performance statistics</p> <p>3.6 24 x 7 network management and support</p> <p>3.7 IDS should have a service level availability Service Level Agreement (SLA) of 99.9%</p> <p>3.8 Continuous testing and verification of network</p>	
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	<p>latency, continuous monitoring of network traffic and network status and customer service center to facilitate communications between customers and various technical levels within the service provider on a 24 hours x 7 days a week basis</p> <p>4. Provide Data Centre with the following specifications:</p> <p>4.1 Modular type of racks</p> <p>4.2 ISO 27001 :201 3 Certification</p> <p>4.3 24 x 7 x 365 technical support</p> <p>4.4 Highly redundant and availability of network infrastructure</p> <p>4.5 Raised flooring of at least 45 cm with overhead cable trays and wirings</p> <p>4.6 Downblast of cold air with precision air cooling computer room air conditioning (CRAC) type units</p> <p>4.7 Provide 4 exclusive racks for DOT server</p> <p>4.8 Should support/be compatible with the DOT's network infrastructure and email collaboration platform</p> <p>4.9 Co-location should be located within NCR.</p> <p>5. Structural Requirement</p> <p>5.1 Stand-alone building, solely occupied by the bidder, built for Data Center purposes.</p> <p>5.2 Designed in accordance with the National Structure Code of the Philippines using the highest consideration for building construction, maximum security, and safety</p>	
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	<p>5.3 Area/Floor should only be used for co-located ICT equipment and no other office.</p> <p>5.4 Raised or overhead air-conditioning</p> <p>5.5 Overhead or under flooring support for power or network cabling</p> <p>5.6 Reasonably free from dust/dirt</p> <p>5.7 No water leakages</p> <p>5.8 Provision for bolting servers to the floor</p> <p>6. Mechanical Requirement</p> <p>6.1 Secured elevators for personnel & Data Center equipment.</p> <p>6.2 Facilities for hauling/transporting ICT equipment within the area.</p> <p>7. Electrical Requirement</p> <p>7.1 Appropriate power rating for DOT equipment</p> <p>7.2 Redundant electrical systems</p> <p>7.3 Redundant Uninterruptible Power Supplies</p> <p>7.4 Presence of grounding</p> <p>7.5 Dedicated panel and circuit breaker for DOT equipment</p> <p>8. Fire Suppression</p> <p>8.1 Non-toxic chemical fire suppression system</p> <p>8.2 Automated Fire detection and alarm system</p> <p>8.3 Provision for Fire escape</p> <p>9. Security System</p> <p>9.1 24 x 7 Physical Access Security</p> <p>9.2 Proximity Security Access</p> <p>9.3 Closed Circuit digital TV Security Monitoring</p> <p>10. Air Conditioning System</p>	
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	<p>10.1 Constant temperature should be within the range of 18c to 22c</p> <p>10.2 Humidity should be between 20% to 80% (Relative Humidity — RH)</p> <p>10.3 Redundant Air Conditioning Unit</p> <p>11. Hauling Requirement</p> <p>11.1 Equipment relocation from one site to another</p> <p>11.2 Disconnecting</p> <p>11.3 Dismantling</p> <p>11.4 Packaging</p> <p>11.5 Transporting</p> <p>11.6 Insuring</p> <p>11.7 Un packaging</p> <p>11.8 Assembling</p> <p>11.9 Connecting: Power/ Network</p> <p>12. Cross Connection Requirement: With Free of at least Thirty (30) cross connections</p> <p>13. Network Requirement</p> <p>13.1 Must have at least 7 direct international Uplinks (Tier 1/Tier2) for redundancy purposes such as but not limited to American Telephone and Telegraph Company (AT&T), Singapore Telecommunications Limited (Singtel), Telecom Australia (Telstra), etc; please provide diagram</p> <p>13.2 Must have/operate its own Backhaul going to Cable Landing Station); please provide diagram</p> <p>13.3 Service Provider must have a minimum total Uplink capacity of 4Gbps (to address needs of client)</p> <p>13.4 Manage and Operate Local Internet Peering, please provide certification; (e.i. MIX, GIX, PHIX)</p>	
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	<ul style="list-style-type: none"> • Milan Internet Exchange (MIX) • Global Internet Exchange (GIX) • Philippine Internet Exchange (PHIX) <p>14. Managed Services Package</p> <p>14.1 900 Inbox; must be reusable (900 users);</p> <p>14.2 2 inbox; must be reusable (2 users);</p> <p>14.3 Must have data visualization tool or business analytics for 150 users;</p> <p>14.4 Must be able to access documents from all major mobile devices by application and browser;</p> <p>14.5 At least 1 TB storage capacity for the whole Agency;</p> <p>14.6 At least 1 TB Cloud storage for each inbox;</p> <p>14.7 On the cloud document creation, editing, print and view;</p> <p>14.8 Built — in instant messaging;</p> <p>14.9 Must have business conference / video call;</p> <p>14.10 Training for IT Division of all functionality;</p> <p>Delivery: 10 calendar days upon receipt of NTP</p> <p>Duration of the Project: One (1) year contract</p> <p>Mode of Payment: Government Procedure (Monthly Payment)</p>	
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Conforme:

Name of Bidder's/Representative

Signature

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 (**Annex “A”**); and
- ☐ (c) 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 (**Annex “B”**); 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 (**Annex “C”**); and
- ☐ (e) Conformity with the Technical Specifications (**Section VII**), which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; (**Section VI**) and
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) (**Annex “D”**); **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

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

Class “B” Documents

- ☐ (h) 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

- ☐ (i) Original of duly signed and accomplished Financial Bid Form (**Annex “F”**); and

- ☐ (j) Original of duly signed and accomplished Price Schedule(s) (**Annex “G”**).

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

- ☐ (k) *[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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

