

**Procurement of Site IP Transport
Services Phase 1C**

BAC4FREEWIFI-2016-07-016 (NEGO)

**Approved Budget for the Contract:
PhP22,824,000.00**

**DEPARTMENT OF INFORMATION AND COMMUNICATIONS
TECHNOLOGY
SPECIAL BIDS AND AWARDS COMMITTEE
FOR FREE WI-FI INTERNET ACCESS IN PUBLIC PLACES
(BAC4FREEWIFI)**

JULY 2015

TABLE OF CONTENTS

SECTION I.	INVITATION FOR NEGOTIATION.....	3
SECTION II.	INSTRUCTIONS TO INVITED SUPPLIERS/PROPOSAL DATA SHEET.....	6
SECTION III.	GENERAL CONDITIONS OF CONTRACT	15
SECTION IV.	SPECIAL CONDITIONS OF CONTRACT.....	33
SECTION V.	SCHEDULE OF REQUIREMENTS	36
SECTION VI.	TECHNICAL SPECIFICATIONS.....	38
SECTION VII.	PROPOSAL FORMS.....	44
SECTION VIII.	POST QUALIFICATION DOCUMENTS.....	82
SECTION IX.	REFERENCE DOCUMENTS.....	85
SECTION X.	CHECKLIST OF REQUIREMENTS.....	88

Section I. Invitation for Negotiation

Invitation for Negotiated Procurement

Two Failed Competitive Public Biddings

**PROCUREMENT OF SITE IP TRANSPORT SERVICES
PHASE 1C (IPTS)**

In view of the two (2) failed biddings, the Department of Information Communication and Technology (DICT), through Special Bids and Awards Committee for Free Wi-Fi Internet Access in Public Places (BAC4FREEWIFI), invites suppliers to participate in the negotiation for the Project, **Procurement of Site IP Transport Services Phase 1C (IPTS)** in accordance with Section 53.1 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act".

The Approved Budget for the Contract as well as the Cost of Bidding Documents is hereunder specified:

Details	Approved Budget for the Contract (PhP)	Cost of Negotiation Documents(PhP)
Procurement of Site IP Transport Services Phase 1C	22,824,000.00	25,000.00

The schedule of the negotiation activities are as follows:

Activities	Schedule	Venue
Issuance of Negotiated Documents	Starting 28 July 2016	Bids and Awards Committee Secretariat Office, Lower Ground Floor, DICT Building, Carlos P. Garcia Avenue, UP Diliman, Quezon City
Pre Nego Conference	03 August 2016, 10AM	Room 305, DICT Building, Carlos P. Garcia Avenue, UP Diliman, Quezon City
Submission of Eligibility, Technical Components and Financial Proposal	15 August 2016 12 Noon	DICT Lobby, Ground Floor, DICT Building, Carlos P. Garcia Avenue, UP Diliman, Quezon City

Opening of Proposal/Offers and Negotiation	15 August 2016 2PM	Room 305, DICT Building, Carlos P. Garcia Avenue, UP Diliman, Quezon City
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Invited Suppliers shall be issued a Negotiation Documents upon presentation of the Letter of Invitation.

Other interested suppliers may acquire Negotiation Documents upon payment of a non-refundable fee as stated above through the BAC4FREEWIFI Secretariat at Bids and Awards Committee Secretariat Office, Lower Ground Floor, DICT Building, Carlos P. Garcia Avenue, UP Diliman, Quezon City from 28 July 2016, from 9:00 AM to 5:00 PM, Mondays to Fridays, except Holidays. Payment may be made over the counter through the DICT Cashier.

The DICT reserves the right to accept or reject any or all bid proposals, to annul the procurement process at any time prior to contract award, without thereby incurring any liability to the affected Supplier or Suppliers.

For further information, please refer to:

ROSA PILIPINAS M. MENDOZA

Lower Ground Floor, DICT Building,
Carlos P. Garcia Avenue,
UP Diliman, Quezon City
Telefax No.: 9286071
Email: bac4freewifi@dict.dost.gov.ph
Web: www.dict.gov.ph

MARIA TERESA MAGNO-GARCIA
Chairperson, BAC4FREEWIFI

Section II.

Instruction to Invited Suppliers (IIS) / Proposal Data Sheet (PDS)

A. GENERAL

A.1 Scope of Proposal

The Special Bids and Awards Committee for Free Wi-Fi Internet Access in Public Places (BAC4FREEWIFI) wishes to receive Proposal for the **Procurement of Site IP Transport Services Phase 1C (IPTS)**.

A.2 Source of Funds

The **Department Information and Communications Technology (DICT)** intends to apply the sum of **Twenty Two Million Eight Hundred Twenty Four Thousand Pesos (PhP22,824,000.00)** from the **2015 General Appropriations Act** being the Approved Budget for the Contract (ABC) for the **Procurement of Site IP Transport Services Phase 1C (IPTS)**.

B. PREPARATION OF DOCUMENTS FOR NEGOTIATION.

B.1 Each supplier shall submit the following in One (1) big envelope duly labeled containing two sets of envelopes:

- First Envelope must contain three (3) copies of Eligibility and Technical documents duly marked as "Original Copy", "Duplicate Copy" and "Triplicate Copy".
- Second Envelope must contain three (3) copies of Financial Documents duly marked as "Original Copy", "Duplicate Copy" and "Triplicate Copy".

All envelopes and folders must be labeled as follows:

B.2. Documents Comprising the Proposal: Eligibility and Technical Components

TO :	DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY
FROM :	_____
	<i>(Name of Supplier in Capital Letters)</i>
ADDRESS:	_____
	<i>(Address of Supplier in Capital Letters)</i>
PROJECT :	SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)
BID REF NO :	BAC4FREEWIFI-2016-07-016 (NEGO)
(In Capital Letters, Indicate the Phrase):	
"DO NOT OPEN BEFORE: 15 AUGUST 2016; 2PM"	

The FIRST ENVELOPE shall contain the following eligibility and technical documents:

(a) **ELIGIBILITY DOCUMENTS –**

The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the bidder.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the bidder.

Class "A" Documents:

- (i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;
- (ii) Business/Mayor's permit for 2016 issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Valid and current Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;
- (iv) Statement of all its Ongoing Contracts (including awarded contract/s not yet started, if any) within the last three (3) Years, **(Annex I)**;
- (v) Statement of Completed Single Largest Contract of Similar Nature within the last five (5) years from the date of submission and receipt of bids equivalent to at least Fifty Percent (50%) of the ABC of the lot being bid OR Statement of At Least Two (2) Completed Contracts of Similar Nature within the last five (5) years from the date of submission and receipt of bids, the Aggregate of which should be at least Fifty Percent(50%) of the lot being bid, and the Largest of these similar contracts must be Equivalent to at least Twenty Five Percent (25%) of the ABC of the lot being bid. **(Annex I-A)**;

- (vi) Copy of each of the 2015 Annual Income Tax Return submitted through BIR's Electronic Filing and Payment System (EFPS) together with the following Audited Financial Statements for 2015 and 2014 (in comparative form or in separate report):

- a) Independent Auditor's Report
- b) Balance Sheet (Statement of Financial Position)
- c) Income Statement (Statement of Comprehensive Income)

Each of the above statements must have the stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, certified true copy/signed by Supplier's authorized representative.

- (vii) Duly signed Net Financial Contracting Capacity Computation (NFCC) per **Annex II**. The invited supplier must show the NFCC computation using the formula per Annex II which must at least be equal to the total ABC of the lot being bid.

Class "B" Document:

- (viii) If applicable, the 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 proposal is successful. **(Annex III)**

In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the Supplier of the notice from the BAC4FREEWIFI that the Supplier is the Lowest Calculated and Responsive Proposal {Sec 37.1.4 a) (i)}

The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/ specify the company /partner and the name of officer designated as authorized representative of the joint venture.

- (ix) Each partner of a joint venture agreement shall likewise submit the above stated Items (i) and (ii). Submission of Items (iii) to (vi) by any of the joint venture partners constitutes compliance.

(b) **TECHNICAL DOCUMENTS –**

- (i) Proof of Authority of the designated representative/s for purposes of this bidding.
 - a) **For Sole Proprietorship (If Owner Opt To Appoint A Representative):** Duly notarized Special Power of Attorney
 - b) **For Corporations, Cooperative Or The Members Of The Joint Venture:** Duly notarized Secretary's Certificate evidencing the authority of the designated representative/s.
 - c) **In The Case Of Unincorporated Joint Venture:** Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.
- (ii) Omnibus Sworn Statements using the form prescribed (**Annex IV**):
 - a) Authority of the designated representative
 - b) Non-inclusion in blacklist or under suspension status
 - c) Authenticity of Submitted Documents
 - d) Authority to validate Submitted Documents
 - e) Disclosure of Relations
 - f) Compliance with existing labor laws and standards
 - g) Suppliers Responsibilities (Clause 6, ITB/BDS)
 - h) Did not pay any form of consideration
 - i) Company Official Contact Reference
- (iii) Conformity with the Schedule of Requirements (**Section V**)
- (iv) Conformity with the Technical Specifications (**Section VI**)

B.3. Documents Comprising the Proposal: Financial Component

The **SECOND ENVELOPE** shall contain the following financial components:

- (i) Completed and signed Financial Bid Form (**Annex 1**)
- (ii) Completed and signed Bid Summary Sheet (**Annex A1**)
- (iii) Completed and signed Consolidated Bid Detail Form (**Annex A2**)

The total ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.

Bid for each item in the lot indicated in the Consolidated Bid Detail Form (Annex A2) must be equal to the signed and submitted Bid Summary Sheet (Annex A1).

If the Supplier claims preference as a Domestic Supplier or Domestic Entity, a certification from the DTI, SEC, or CDA to be enclosed pursuant to the Revised IRR of RA 9184.

C. PRE BID CONFERENCE

The DICT will hold a Pre Bid Conference for this project on **3 August 2016, 10AM** at **Room 305, DICT, Carlos P. Garcia Avenue, UP Diliman, Quezon City.**

D. REQUEST FOR CLARIFICATION

Suppliers may request for clarifications on any part of this Negotiation Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the following address before the deadline for the submission and receipt of negotiation proposal:

MARIA TERESA MAGNO-GARCIA

Chairperson, BAC4FREEWIFI
Department of Information and Communications Technology
Carlos P. Garcia Avenue, UP Diliman, Quezon City
Email: bac4freewifi@dict.gov.ph
Web: www.dict.gov.ph

E. SUBMISSION AND OPENING OF PROPOSALS FOR NEGOTIATION

ACTIVITIES	TIME	VENUE
Submission of Proposals	15 August 2016 12 Noon	Lobby, DICT Building, Carlos P. Garcia Avenue, UP Diliman, Quezon City
Opening of Offers and Negotiation	15 August 2016 2PM	Room 305, DICT Building, Carlos P. Garcia Avenue, UP Diliman, Quezon City

The Negotiation shall be conducted into two phases:

Phase I

The BAC4FREEWIFI shall open the first proposal envelope of Invited Suppliers in public to determine each Supplier's compliance with Eligibility and Technical Components. For this purpose, the BAC4FREEWIFI shall check the submitted documents of each supplier against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a supplier submits the required document, it shall be rated "passed" for that particular requirement. In this regard, proposals that fail to include any requirement or are incomplete or patently insufficient shall be considered "failed". Otherwise, the BAC4FREEWIFI shall rate the said first proposal envelope as "passed".

Immediately after determining compliance with the requirements in the first envelope, the BAC4FREEWIFI shall forthwith open the second proposal envelope of each remaining eligible supplier whose first proposal envelope was rated "passed". The second envelope of each complying supplier shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular proposal is missing, incomplete or patently insufficient, and/or if the submitted total proposal price exceeds the ABC, the BAC4FREEWIFI shall rate the proposal concerned as "failed".

Phase II

Following completion of the first phase, the BAC4FREEWIFI shall request supplier declared/evaluated as Lowest or Single Calculated Proposal to submit for the Second Phase, their best and final offer with respect to all aspects of their proposals.

F. POST QUALIFICATION

Within a non-extendible period of **three (3) calendar days** from receipt by the supplier of the Notice from the BAC4FREEWIFI that the Bidder has the Single or Lowest Calculated Proposal (S/LCP), the Bidder shall submit and/ or present the following documentary requirements for post qualification:

- 1) Present original copy of the following:
 - a) Latest Income Tax Returns per Revenue Regulations 3-2005; Bidders have option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission

(including copy of VAT returns and corresponding payments for the last 6 months); and

- b) Valid and current Certificate of PhilGEPS Registration.

***In case of Joint Venture, both partners must present above items 1.a. and 1.b.**

- 2) Present copy of the following:

- a) Company Profile (**Annex VIII**). Company printed brochure may be included; and
- b) Vicinity / Location Map.

***In case of Joint Venture, both partners must present copy of above items 2.a. & 2.b.**

- 3) Present original copy of the following:

- a) Registration Certificate from SEC (for corporations) or DTI (for sole proprietorship or CDA (for cooperatives);
- b) Business/Mayor's Permit for year 2016 issued by the city or municipality where the principal place of business of the prospective bidder is located;
- c) Valid and current Tax Clearance issued by the Collection and Enforcement Division of the Bureau of Internal Revenue Head Office per EO# 398 dated January 12, 2005;

***In case of Joint Venture, both partners must present original copy of above items 3.a., 3.b. & 3.c.**

- d) End-User's Acceptance or Official Receipt relative to Single Largest Completed Contract per submitted Annex I-A;
- e) PO's or Contracts for all Ongoing Contracts as listed per Annex I.
- f) Fault escalation procedure to the DICT in case of link downtime, and make available specific name(s), e-mail address(es),

landline(s) and mobile number(s) as per 13.3 of the Technical Specifications.

- g) A sample computation as per 15.3.2. of the Technical Specifications.

Failure of the supplier, declared as Single/Lowest Calculated Bid (S/LCB), to duly submit the above requirements or a finding against the veracity of such shall be ground to disqualify the Supplier for award.

As part of Post Qualification, eligibility and technical documents submitted by the S/LCB will be validated and verified. Furthermore, S/LCB's product technical specifications will be validated to ensure compliance with the required technical specifications.

Section III. General Condition of Contract

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The "Funding Source" means the organization named in the **SCC**.
- (k) "The Project Site," where applicable, means the place or places named in the **SCC**.

- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the Suppliers, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Suppliers (prior to or after bid submission) designed to establish bid prices at artificial,

- non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Suppliers, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Supplier recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1.(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
- (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract

and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Supplier shall furnish the performance security in any the forms prescribed in the **ITB** Clause **Error! Reference source not found.**
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Supplier is in default in any of its obligations under the contract.

- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specification; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods'

country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and **Section VII. Technical Specifications** shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

- 22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.

- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB Clause Error! Reference source not found.**;
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed

terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section IV. Special Conditions of Contract (SCC)

Special Conditions of Contract

GCC Clause	
1.1.(g)	The Procuring Entity is the DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE (DICT) .
1.1.(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1.(j)	The Funding Source is from the Government of the Philippines (GOP) through the 2015 General Appropriations Act in the amount of Pesos: Twenty Two Million Eight Hundred Twenty Four Thousand (PhP22,824,000.00)
1.1.(k)	The Project Site are defined in Section VI. Schedule of Requirements.
5.1	<p>The Procuring Entity’s addressee, address and contact person for Notices is:</p> <p>HON. RODOLFO A. SALALIMA Secretary Department of Information and Communications Technology DICT Building, Carlos P. Garcia Avenue, Diliman, Quezon City Telephone No.: +63-02-426 Fax Number:+63-02-4261525</p> <p>Contact Person: MR. SIEGFRIED L. BATUCAN Service Director System and Infrastructure Development (SID) Department of Information and Communications Technology DICT Building, Carlos P. Garcia Avenue, Diliman, Quezon City Tel. No. +63-2-9200101 local 3800 Email Address: siegfried.batucan@dict.gov.ph Website: www.dict.gov.ph</p>
6.1	<p>The delivery terms applicable to this Contract are delivered as specified in Section VII. Technical Specifications and in accordance with the terms specified in Section VI. Schedule of Requirements. The details of delivery and/or other documents to be furnished by the Supplier or Subcontractor(s) are as follows:</p> <p>Upon delivery of the Services to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the</p>

	<p>Procuring Entity: (i) Billing Statement;</p> <p>Certificate of Acceptance/As Built Report signed by the Procuring Entity's representative/s at the Project Site.</p>
6.2	<p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	Not applicable.
13.4.(c)	No further instructions.
16.1	The inspections and test that will be conducted are stated in Section VI. Technical Specifications.
17.3	Not applicable.
17.4	Not applicable.
21.1	No additional provision, however, all partners to the Joint Venture shall be jointly and severally liable to the DICT.

Section V. Schedule of Requirements

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

Schedule of Requirements

The delivery schedule expressed as days stipulates hereafter a delivery date which is the date of delivery to the project.

A SERVICE shall only be implemented and made fully available within sixty (60) calendar days upon receipt of NTP and Notice from the DICT that there is a completion of its pre-requisite backhaul (e.g.IPTM for municipal IPTS).

Delivery Locations: Please refer to Annex A2.

I hereby commit to comply and deliver all the above requirements in accordance with the above-stated schedule.

Name of Company

Signature Over Printed Name
Of Authorized Representative

Date

Section VII. Technical Specifications

(Bidder’s Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

Technical Specifications

INSTRUCTION TO THE SUPPLIER: Indicate “COMPLY” per line number under **Supplier’s Statement of Compliance** if Supplier can meet the technical specifications and project requirements. **DO NOT LEAVE ANY BLANK. A “YES” or “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.**

SPECIFICATIONS	STATEMENT OF COMPLIANCE
<p>1. GENERAL REQUIREMENTS</p>	
<p>1.1. The Free Wi-Fi Internet Access in Public Places project, the “PROJECT”, of the DICT aims to provide as a free public service Wi-Fi Internet access at select public places across the country.</p>	
<p>1.2. This tender is composed of SEVEN (7) LOTS for IP or IPVPN connectivity services, the “SERVICES” that shall connect the PROJECT’s TWO HUNDRED EIGHTEEN (218) Site Access Services to a specified termination point for each lot, where a termination point shall be a Point of Presence (PoP), Municipality Point of Presence (mPoP) Service or the IP Core Service, all of which are to be provisioned by the System Management & Access (SMA) Service.</p>	
<p>2. APPROVED BUDGET FOR THE CONTRACT (ABC). The Approved Budget for the Contract (ABC) for all lots under this tender is TWENTY TWO MILLION EIGHT HUNDRED TWENTY FOUR THOUSAND PESOS (PHP 22,824,000.00). The ABCs for the LOTS are provided in Annex A2.</p>	
<p>3. PROPOSAL SUBMISSION AND EVALUATION</p>	

<p>3.1. Each BIDDER may submit a proposal that satisfies the specifications and requirements, given herein, for one or more LOTs, provided the BID PRICE for any given LOT does not exceed the ABC for it. LOTs shall be considered individually.</p>	
<p>3.2. PROPOSALS shall be submitted using the form provided, indicating the LOT(s) covered by each PROPOSAL, with the BID PRICE for EACH LOT specified, where a BLANK, or ZERO, or NIL, or equivalent indication shall be considered as excluded in the BIDDER's PROPOSAL.</p>	
<p>3.3. Submission of PROPOSAL(s) shall be through an online website specifically provisioned for this tender, an equivalent written submission shall also be required.</p>	
<p>4. DURATION AND EFFECTIVITY OF CONTRACT(S)</p>	
<p>4.1. All contracts shall be for TWELVE (12) months upon acceptance and can be extended while being subjected for government procurement process.</p>	
<p>4.2. The effectivity of all contracts shall begin from their signing until such a time that $12 * 365 / 12$ days of service shall have been received.</p>	
<p>5. DELIVERY</p>	
<p>5.1. A SERVICE shall only be implemented and made fully available within 60 days upon receipt of NTP and notice from the DICT that there is a completion of its pre-requisite backhaul (e.g. IPTM for municipal IPTS).</p>	
<p>6. TERMINATION POINTS. A SERVICE shall virtually connect one or more Site Access Services through a trunked link to the (1) termination point of type "PoP" or "mPoP" or "IP Core", specified. All termination points are listed in Annex A3.</p>	
<p>7. BANDWIDTH. A SERVICE shall provide the bandwidth specified for the Site Access Service as given in Annex A2</p>	
<p>8. AVAILABILITY: A SERVICE shall be made available as specified in Annex A2, and shall be measured over a 24-hour period at the Site Access Service end of that SERVICE.</p>	
<p>9. INTERFACE:</p>	

<p>9.1. A SERVICE must provide not more than two (2) or more FastE or GigE Ethernet interfaces at any Termination Point, that shall support IEEE 802.1ad.</p>	
<p>9.2. A SERVICE may use either Copper/Coax/Radio/Fiber Optic facilities, or other equivalent means, to provide the required service.</p>	
<p>9.3. A SERVICE may use TV White Space technology to provide the service, subject to the issuance of NTC Regulations (VHF) and/or approval of the ICTO as a pilot site (UHF).</p>	
<p>10. SERVICE LEVEL REQUIREMENTS</p>	
<p>10.1. SLR monitoring shall be performed using SNMP, version 2c or higher.</p>	
<p>11. OTHER TECHNICAL REQUIREMENTS</p>	
<p>11.1. A SERVICE must allow both IPv4 and native IPv6 traffic.</p>	
<p>11.2. Test result/s such as, but not limited to, ping or iperf test shall be used as proof that the link installed passed the link test and is acceptable (requirement for link acceptance).</p>	
<p>12. SITE EQUIPMENT</p>	
<p>12.1. Site Equipment will include necessary equipment of the SERVICE, as well as, one or more Wi-Fi Access Points (AP) and other necessary network equipment of the SMA Service contracted by the PROJECT.</p>	
<p>12.2. Site Equipment shall preferably be installed in a public space <u>outside</u> the jurisdiction or area of responsibility of a beneficiary institution (e.g. municipal plaza custodian, public school or rural health unit, etc.) so as to minimize any interdependence with it.</p>	
<p>12.2.1. Preferred locations shall include on electric/telephone poles, along public sidewalks, or along public roadways. Exterior walls of buildings, atop public structures such as perimeter walls/fences, street lights, bus stops, etc. may be considered.</p>	
<p>12.2.2. With an endorsement and possible assistance from the DICT, a SERVICE shall be facilitate and provide reasonable assistance to the SMA in securing all necessary arrangements, permits, etc. with the responsible authorities of a beneficiary site.</p>	

<p>12.2.3. A SERVICE shall coordinate with the SMA Service on the installation of its Site Equipment, and facilitate and provide reasonable assistance to the SMA Service for the installation and physical maintenance of its Site Equipment.</p>	
<p>12.3. Chargeable use of public facilities/structures, as well as electricity of a beneficiary site, for Site Equipment shall either be to the account of a SERVICE and the SMA Service, or be provided at no-charge by the beneficiary site as authorized under the General Appropriations Act of 2015.</p>	
<p>12.3.1. To the account of a SERVICE and the SMA Service shall be preferred option as this will not encumber the provisioning of commercial service through the Site Equipment.</p>	
<p>12.3.2. Free use of a beneficiary site’s resources, if so opted, shall be facilitated by the DICT through a letter of endorsement, and any other reasonable means, however no guarantee of access is offered or implied. All public resources shall be made available on an “AS-IS” basis.</p>	
<p>13. SUPPORT SERVICES</p>	
<p>13.1. A SERVICE shall coordinate with the DICT and its SMA Provider, and use the web-based helpdesk service to be provided.</p>	
<p>13.2. A SERVICE shall provide 1st Level user support on a 24/7 basis with a response time of not more than 15 minutes from 8 AM to 8 PM from Monday to Saturday, including holidays, and no more than 1 hour during all other times.</p>	
<p>13.3. A SERVICE shall provide a fault escalation procedure to the DICT in case of link downtime, and make available specific name(s), e-mail address(es), landline(s) and mobile number(s).</p>	
<p>14. SERVICE INSPECTION AND ACCEPTANCE</p>	
<p>14.1. A SERVICE shall secure, their own laptops and install and use iperf in checking the bi-directional throughput as basis of the acceptance per link, with each directional throughput no less than 99% of the subscribed bandwidth of the link</p>	
<p>14.2. A SERVICE shall be deemed active and accepted, and hence billable (per site), once iperf has successfully validated the link, and access and test the services required.</p>	
<p>14.3. All incidental costs incurred in testing, including, but not limited to, SMS charges, shall be to the account of a SERVICE.</p>	

15. CHARGING AND REBATES	
15.1. Charging shall be made on a monthly basis, starting upon acceptance on a per lot.	
15.2. Computation of Allowable Downtime and Liquidated Damages	
15.2.1. Computation of Allowable Downtime shall be based on a 24-hour 7 days a week (24x7) workweek per link service.	
15.2.2. Computation of Liquidated Damages per link service shall also be based on a 24-hour 7 days a week (24x7) workweek and shall be deducted from the WINNING BIDDER's monthly subscription cost for every violation incurred. Computation shall be as follows: DAILY LIQUIDATED DAMAGES COST (DLDC) = ([FAULTY LINK BW] / [TOTAL LOT BW]) * [ANNUAL LOT SUBSCRIPTION COST] / 365 DAYS	
15.3. Network downtime or outages at fault by a SERVICE will have a corresponding rebate.	
15.3.1. A rebate equal to the 1-day penalty of DLDC shall be credited to the DICT for each day of failure to meet this requirement occurs.	
15.3.2. A sample computation should be provided.	
15.3.3. The computation of rebates should be transparent to the DICT.	
16. OTHER REQUIREMENTS	
16.1. <u>Franchise Requirements.</u> Non-franchise holders may participate in this tender but without prejudice to other legal requirements, particularly with respect to the provisioning of commercial services outside the PROJECT.	
16.2. <u>Installations Costs and Other One Time Charges (OTC).</u> No OTCs shall be allowed.	
16.3. <u>Taxes & Other Fees.</u> All proposals shall be inclusive of all taxes, installation charges and other one-time costs, and other fees.	
17. OTHER MATTERS	
17.1. Ocular inspection of termination points is recommended. Please coordinate with Project Management Team (freewifi.pmt@dict.gov.ph) for the site survey schedule and permits.	

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

Name of Company

Signature Over Printed Name
Of Authorized Representative

Date

Section VII. Proposal Forms

Annex I

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

**STATEMENT OF ALL ONGOING CONTRACTS WITHIN THE LAST THREE (3)
 YEARS**

All On-Going Contracts (including contract/s awarded but not yet started, if any)

Name of Client	Name of the Contract	Date and Status of the Contract	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Purchase Order Number/s or Notice of Award or Notice to Proceed

CERTIFIED CORRECT:

 Name & Signature of Authorized Representative

 Position

 Date

Instructions:

1. State all on-going contracts including those awarded but not yet started (Government and Private Contracts which may be similar or not similar to the project called for bidding as of the **day before the deadline** of submission of bids.
2. If there is **NO** on-going contract including awarded but not yet started as of the abovementioned period, state none or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Financial Contracting Capacity (NFCC).

Annex I-A

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

STATEMENT OF SINGLE (1) LARGEST COMPLETED CONTRACT OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM DATE OF SUBMISSION AND RECEIPT OF BIDS AMOUNTING TO AT LEAST FIFTY PERCENT (50%) OF THE APPROVED BUDGET OF THE CONTRACT (ABC) OF THE LOT BEING BID

OR

STATEMENT OF AT LEAST TWO (2) COMPLETED CONTRACTS OF SIMILAR NATURE WITHIN THE LAST FIVE YEARS FROM THE DATE OF SUBMISSION AND RECEIPT OF BIDS, THE AGGREGATE OF WHICH SHOULD BE EQUIVALENT TO AT LEAST FIFTY PERCENT (50%) OF THE ABC OF THE LOT BEING BID, AND THE LARGEST OF THESE SIMILAR CONTRACT MUST BE EQUIVALENT TO AT LEAST TWENTY FIVE PERCENT (25%) OF THE ABC OF THE LOT BEING BID

Name of Client	Name of Contract	Date of the Contract	Kinds of Goods	Value of Contracts	Date of Completion	Official Receipt No. & Date <u>OR</u> End User's Acceptance Date (Please attach)

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Annex II

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

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 **Philippine Pesos** _____ (**P**_____) which is at least equal to the Approved Budget for the Contract (ABC) of the lot being bid. The amount is computed as follows:

NFCC = [{Current Assets minus Current Liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

$$NFCC = (CA-CL) (K) - C$$

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

Issued this _____ day of _____, 2015.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Notes:

- 1. The values of the Supplier's current assets and current liabilities be based on the data submitted to BIR through its Electronic Filing and Payment System.**
- 2. Value of all outstanding or uncompleted contracts refers those listed in Annex-I.**
- 3. The detailed computation using the required formula must be shown as provided above.**
- 4. The NFCC computation must at least be equal to the ABC of the lot being bid.**

Annex III
(page 1 of 3)

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

PROTOCOL / UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL / UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, _____, representative herein by _____, _____, hereinafter referred to as "_____";

-and-

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, _____, representative herein by _____, _____, hereinafter referred to as "_____";

-and-

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, _____, representative herein by _____, _____, hereinafter referred to as "_____"; (hereinafter referred to collectively as "Parties")

For submission to the **Special Bids and Awards Committee for the FreeWifi** of the **Information and Communications Technology Office**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a Joint Venture in the public bidding that will be conducted by the **Department Information and Communications Technology**, pursuant Republic Act (R.A.) 9184 and its Implementing Rules and Regulations, with the following particulars:

Bid Reference No.	BAC4FREEWIFI-2016-07-016 (NEGO)
Name/Title of Procurement Project	Procurement of Site IP Transport Services Phase IC (IPTS)
Approved Budget for the Contract	PhP22,824,000.00

Annex III
(page 2 of 3)

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to the joint cooperation for this bid project, in the event that their bid successful, furnishing the copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated bid or highest rated responsive bid (as the case may be).

For the purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

CERTIFIED CORRECT:

Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)	Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)
Name	Name
Date	Date

Furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by ICT Office of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by ICT Office under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of ICT Office.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date fist above-written.

Bidder's Representative/Authorized Signature

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines, affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued at _____ at _____, Philippines.

Doc No. _____
Page No. _____
Book No. _____
Series of _____

Annex III
(page 3 of 3)

Note:

"Sec.12. Competent Evidence of Identity - The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification documents issued by an official agency bearing the photograph and signature of the individual, such as but limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, PhilHealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

Annex IV

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I/We, _____, of legal age, with residence at _____, after having duly sworn in accordance with law and in compliance with the bidding requirements as contained in the Instructions to Bidders/Bid Data Sheet for the bidding do hereby certify under oath as follows:

(a)
AUTHORITY OF THE DESIGNATED REPRESENTATIVE
(Please check appropriate box and full up blanks)

[] SOLE PROPRIETORSHIP

That I am the sole proprietor of <Company Name/Name of Supplier> with business address at _____; Telephone No. _____, with Fax No. _____ and e-mail address _____ and as such, I have the full power and authority to do, execute, and perform any and all acts necessary to represent it in the negotiation.

Name: _____
Title: _____
Specimen Signature: _____

OR

That I am the <Company Name/Name of Supplier> with business address at _____; Telephone No. _____, with Fax No. _____ and e-mail address _____ and as such, I have the full power and authority to do, execute, and perform any and all acts necessary to represent it in the negotiation.

Name: _____
Title: _____
Specimen Signature: _____

Note: Please attach a Special Power of Attorney, if not the Sole Proprietor/Owner.

CORPORATION, PARTNERSHIP, COOPERATIVE

That I/We am/are the duly authorized representative/s of <Company Name>, located at _____; Telephone No. _____, with Fax No. _____ and e-mail address _____; as shown in the attached Secretary's Certificate issued by the corporation or the members of the joint venture, and granted full power and authority to execute and perform any and all acts necessary and/or to represent our company in the abovementioned negotiations, including signing all negotiation documents and other related documents such as the contracts:

1. Name: _____
Title: _____
Specimen Signature: _____
2. Name: _____
Title: _____
Specimen Signature: _____

Note: Please attach duly executed Secretary's Certificate.

(b)

NON-INCLUSION IN THE BLACKLIST NOR UNDER SUSPENSION STATUS BY ANY AGENCY OR GOVERNMENT INSTRUMENTALITY

That the firm I/We represent 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 Institution whose blacklisting rules been recognized by the Government Procuring Policy Board;

(c)

AUTHENTICITY OF SUBMITTED DOCUMENTS

That each of the documents submitted by our company by our company 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.

(d)

AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS

The undersigned duly authorized representative of the Applicant, for and in behalf of the Applicant hereby submits this Letter of Authorization in relation with Application to apply for Eligibility and to Bid for the subject contract to be bid.

In the connection thereat, all public official, engineer, architect, surety company, bank institution or other person, company or corporation named in the eligibility documents and statements are hereby requested and authorized to furnish the Chairperson of BAC4FREEWIFI or her duly authorized representative/s any information necessary to verify the correctness and authenticity of any item stated in the said document and statements or regarding our competence and general reputation.

I/We hereby give consent and give authority to the Chairperson of BAC4FREEWIFI or her duly authorized representative, to verify the authenticity and correctness, of any or all of the documents and statements submitted herein; and that I/we hereby hold myself liable, criminally or civilly, for any misrepresentation or false statements made therein which shall be ground for outright disqualification and/or ineligibility, and inclusion of my/our company among the contractors blacklisted from participating in future biddings of **Department of Information and Communications Technology**.

(e)
DISCLOSURE OF RELATIONS

That for and in behalf of the Bidder, I/We hereby declare that:

- if the bidder is an individual or a sole proprietorship, to the bidder himself;
- if the bidder is a partnership or cooperative, to all its officers and members;
- if the bidder is a corporation or joint venture, to all its officers, directors, and controlling stockholders;

Are not related by consanguinity or affinity up to the third civil degree with **the Department Secretary, Officers or Employees** having direct access to information that may substantially affect the result of the bidding such as, but not limited to, **the members of the BAC, the members of the Technical Working Group (TWG), the DICT BAC Secretariat, and DICT**. It is fully understood that the existence of the aforesaid relation by consanguinity or affinity of the Bidder with the aforementioned Officers of the Agency shall automatically disqualify the Bid.

(f)
COMPLIANCE WITH EXISTING LABOR LAWS AND STANDARDS

That our company diligently abides and complies with existing labor laws and standards

(g)
BIDDER'S RESPONSIBILITIES

1. That I/we have taken steps to carefully examine all of the Bidding Documents;
2. That I/We acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
3. That I/We made an estimate of the facilities available and needed for the contract to be bid, if any;
4. That I/We will inquire or secure Supplemental/Bid Bulletin(s) issued for this Project.
5. That the submission of all bidding requirements shall be regarded as acceptance of all conditions of bidding and all requirements of authorities responsible for certifying compliance of the contract;
6. That I have complied with our responsibility as provided for in the bidding documents and all Supplemental / Bid Bulletins;
7. That failure to observe any of the above responsibilities shall be at my own risk; and
8. That I agree to be bound by the terms and conditions stated in the Conditions of the Contract for

this project.

(h)

DID NOT PAY ANY FORM OF CONSIDERATION

That our company 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.

(i)

COMPANY OFFICIAL CONTACT REFERENCE

That our company hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the DICT Bids and Awards Committee notices be transmitted.

Telephone No./s: _____
Fax No/s. : _____
E-mail Add/s.: _____

It is understood that notice/s transmitted in the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of __, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by the 2004 Rules of Notarial Practice _____ issued _____ at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Note:

"Sec.12. Competent Evidence of Identity - The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification documents issued by an official agency bearing the photograph and signature of the individual, such as but limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, PhilHealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

Annex 1
(page 1 of 2)

BID FORM

Date: _____

Invitation for Negotiation² No: **BAC4FREEWIFI-2016-07-016 (NEGO)**

To: **The Department Information and Communications Technology**
SPECIAL BIDS AND AWARDS COMMITTEE FOR FREE WI-FI INTERNET ACCESS
IN PUBLIC PLACES PROJECT (BAC4FREEWIFI)
C.P. Garcia Avenue, U.P. Diliman, Quezon City

Gentlemen and/or Ladies:

Having examined the Negotiation Documents including Bid Bulletin *Numbers [insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* in accordance with the **Bid Summary Sheet (Annex A1) and Consolidated Bid Detail Form³(Annex A2)** 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 18.2 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:⁴

¹ If ADB, JICA and WB funded projects, use IFB.

² This Form lists and defines the bid per individual lot.

³ Applicable only if the Funding Source is the ADB, JICA or WB.

Annex 1
 (page 2 of 2)

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 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.

Dated this _____ day of _____ 20_____.

 [signature]

 [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Annex A2

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

BID SUMMARY SHEET

Total Count of Bid Offers	
Total Bid Offers (PhP)	

Instruction in filling up this form: Refer to your completed Annex A2 for the details below.

LOT CODE	DESCRIPTION (OPTIONAL)	ABC	BID OFFER

DEPARTMENT OF INFORMATION AND
COMMUNICATIONS TECHNOLOGY

BAC4FREEWIFI-2016-07-016 (NEGO)

LOT CODE	DESCRIPTION (OPTIONAL)	ABC	BID OFFER

Name of Company

Name and Signature of Company Authorized Representative

Position

Date

**Annex A2
LOT-NP-C01**

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

CONSOLIDATED BID DETAIL FORM

LOT – NP – C01	
Instructions:	
<ol style="list-style-type: none"> 1. Thoroughly read and study the contents of this form. Consider also the general specifications given in the BDS and ITB. 2. To bid for this lot, print all pages of this form and fill-in on the last page of this form your bid offer and chosen termination point. 3. Each and every page of this form shall be initialed by your duly authorized representative. On the last page of this form, affix your company name and the signature of your duly authorized representative in the space provided. 4. Add this lot with your bid offer amount on the Bid Summary Sheet (Annex A1). 5. Include your accomplished form in Second Envelope - Financial Component. 	
<i>ABC (12-month service contract)</i> ₱8,383,000.00	<i>Bid Security Bond Value</i> ₱167,660.00
<i>Delivery Schedule (from Notice-To-Proceed)</i> 60 Days	<i>Minimum Bid Doc Purchase Price</i> ₱9,182.22
Description	
<p>The LOT is composed of 64 link services that connect the required site(s) to any of the termination points provided in Annex A3. The CIR bandwidth for the links in this lot total 630 Mbps, and range from 2 to 100 Mbps with an average of 9.84 Mbps. All link services must be trunked into no more than 2 physical links of equal and appropriate size for termination at any IP Core or PoP facility. Link services shall be on a 24H basis available 97.9% w/ NO BW protection or 95.8% w/ 50% BW protection.</p>	
List of Mandatory Links (Coordinates are given without a guarantee of accuracy)	
<ol style="list-style-type: none"> 1) 8 Mbps (CIR) link to Cebu City Medical Center in Cebu City, Cebu @ ~(10.297545,123.891075); 2) 8 Mbps (CIR) link to Guba Community Hospital in Cebu City, Cebu @ ~(10.359502,123.863686); 	

LOT – NP – C01

- 3) 8 Mbps (CIR) link to Pnp Station Hospital in Cebu City, Cebu @ ~(10.359629,123.862656);
- 4) 8 Mbps (CIR) link to Vicente Sotto Memorial Medical Center in Cebu City, Cebu @ ~(10.308502,123.891319);
- 5) 2 Mbps (CIR) link to Cebu City Health Center 1 in Cebu City, Cebu @ ~(10.308000,123.896000);
- 6) 2 Mbps (CIR) link to Cebu City Health Center 2 in Cebu City, Cebu @ ~(10.376000,123.799000);
- 7) 9 Mbps (CIR) link to Public Libraries Library in Cebu City, Cebu @ ~(10.385133,123.899974);
- 8) 25 Mbps (CIR) link to Plaza Sugbo in Cebu City, Cebu @ ~(10.293260,123.901988);
- 9) 25 Mbps (CIR) link to Plaza Independencia in Cebu City, Cebu @ ~(10.293195,123.904989);
- 10) 8 Mbps (CIR) link to Inayawan National High School (Night) in Cebu City, Cebu @ ~(10.268900,123.856000);
- 11) 8 Mbps (CIR) link to Pardo National High School (Day & Night) in Cebu City, Cebu @ ~(10.271317,123.848742);
- 12) 8 Mbps (CIR) link to Bulacao Community High School (Day & Night) in Cebu City, Cebu @ ~(10.276000,123.850000);
- 13) 8 Mbps (CIR) link to Basak Community High School in Cebu City, Cebu @ ~(10.287983,123.869415);
- 14) 8 Mbps (CIR) link to Quiot High School in Cebu City, Cebu @ ~(10.288208,123.855934);
- 15) 8 Mbps (CIR) link to Alaska High School in Cebu City, Cebu @ ~(10.288229,123.881592);
- 16) 8 Mbps (CIR) link to Mambaling National High School (Night) in Cebu City, Cebu @ ~(10.288600,123.879000);
- 17) 8 Mbps (CIR) link to Pasil National High School (Night) in Cebu City, Cebu @ ~(10.290450,123.894423);
- 18) 8 Mbps (CIR) link to First High School for the Hearing Impaired in Cebu City, Cebu @ ~(10.290791,123.865990);
- 19) 8 Mbps (CIR) link to Don Vicente Rama Mem. National High School (Basak National High School) in Cebu City, Cebu @ ~(10.290885,123.865565);
- 20) 8 Mbps (CIR) link to Don Carlos Gothong Memorial National High School in Cebu City, Cebu @ ~(10.293707,123.889641);
- 21) 8 Mbps (CIR) link to Punta Princesa National High School (Night) in Cebu City, Cebu @ ~(10.294382,123.872000);
- 22) 8 Mbps (CIR) link to Regino Mercado National High School (Night) in Cebu City, Cebu @ ~(10.295931,123.893452);
- 23) 8 Mbps (CIR) link to City Central National High School (Day & Night) in Cebu City, Cebu @ ~(10.299614,123.896179);
- 24) 8 Mbps (CIR) link to Cebu City National Science High School in Cebu City, Cebu @ ~(10.300329,123.879149);
- 25) 8 Mbps (CIR) link to Don Sergio Osmeña, Sr. Memorial High School (Day & Night) in Cebu City, Cebu @ ~(10.300556,123.881667);
- 26) 8 Mbps (CIR) link to Tejero National High School (Night) in Cebu City, Cebu @ ~(10.300779,123.907218);
- 27) 8 Mbps (CIR) link to Abellana National High School (Day & Night) in Cebu City, Cebu @ ~(10.301174,123.896034);
- 28) 8 Mbps (CIR) link to Tisa High School (Day & Night) (Tisa Night High School) in Cebu City, Cebu @ ~(10.301200,123.870000);
- 29) 8 Mbps (CIR) link to Zapatera National High School (Day & Night) in Cebu City, Cebu @ ~(10.308200,123.902000);

LOT – NP – C01

- 30) 8 Mbps (CIR) link to Mabolo National High School in Cebu City, Cebu @ ~(10.313325,123.914787);
- 31) 8 Mbps (CIR) link to Oprra National High School (Day & Night) in Cebu City, Cebu @
~(10.315700,123.885437);
- 32) 8 Mbps (CIR) link to Ramon Duterte Memorial National High School (Day & Night) in Cebu City, Cebu @
~(10.321073,123.884518);
- 33) 8 Mbps (CIR) link to Paril National High School in Cebu City, Cebu @ ~(10.323500,123.916000);
- 34) 8 Mbps (CIR) link to Barrio Luz National High School (Day & Night) in Cebu City, Cebu @
~(10.324482,123.907070);
- 35) 8 Mbps (CIR) link to Lahug National High School (Night) in Cebu City, Cebu @
~(10.324757,123.898747);
- 37) 8 Mbps (CIR) link to Banilad Night High School in Cebu City, Cebu @ ~(10.346498,123.912059);
- 38) 8 Mbps (CIR) link to Dr. Emilio Osmena High School in Cebu City, Cebu @ ~(10.348496,123.808566);
- 39) 8 Mbps (CIR) link to Sinsin National High School in Cebu City, Cebu @ ~(10.351278,123.779892);
- 40) 8 Mbps (CIR) link to Bonbon National High School in Cebu City, Cebu @ ~(10.367548,123.831796);
- 41) 8 Mbps (CIR) link to Talamban National High School (Day & Night) in Cebu City, Cebu @
~(10.370030,123.918035);
- 42) 8 Mbps (CIR) link to Busay National High School in Cebu City, Cebu @ ~(10.370354,123.876224);
- 43) 8 Mbps (CIR) link to Babag High School in Cebu City, Cebu @ ~(10.374792,123.852005);
- 44) 8 Mbps (CIR) link to Budlaan Integrated School in Cebu City, Cebu @ ~(10.378852,123.886108);
- 45) 8 Mbps (CIR) link to Malubog Integrated School in Cebu City, Cebu @ ~(10.379562,123.868817);
- 46) 8 Mbps (CIR) link to Pit-Os National High School in Cebu City, Cebu @ ~(10.394100,123.921395);
- 47) 8 Mbps (CIR) link to Cantipla Integrated School in Cebu City, Cebu @ ~(10.413180,123.807044);
- 48) 8 Mbps (CIR) link to Sirao Integrated School in Cebu City, Cebu @ ~(10.416956,123.870827);
- 49) 8 Mbps (CIR) link to Binaliw National High School in Cebu City, Cebu @ ~(10.424619,123.916351);
- 50) 8 Mbps (CIR) link to Guba National High School in Cebu City, Cebu @ ~(10.425998,123.887844);
- 51) 8 Mbps (CIR) link to Agsungot National High School . in Cebu City, Cebu @
~(10.434527,123.910912);
- 52) 8 Mbps (CIR) link to Adlaon National High School in Cebu City, Cebu @ ~(10.436887,123.869682);
- 53) 8 Mbps (CIR) link to Tabunan Integrated School in Cebu City, Cebu @ ~(10.440836,123.820808);
- 54) 8 Mbps (CIR) link to Tagba-O National High School in Cebu City, Cebu @
~(10.442825,123.840759);
- 55) 8 Mbps (CIR) link to Mabini Integrated School in Cebu City, Cebu @ ~(10.456584,123.918114);
- 56) 8 Mbps (CIR) link to Vicente Cosido National High School (Cambinocot National High School) in
Cebu City, Cebu @ ~(10.462972,123.896805);
- 57) 8 Mbps (CIR) link to Lusaran National High School in Cebu City, Cebu @ ~(10.315726,123.885011);
- 59) 8 Mbps (CIR) link to Sudlon National High School in Cebu City, Cebu @ ~(10.328294,123.896326);
- 60) 100 Mbps (CIR) link to Polytechnic University of the Philippines - Sta. Mesa in Cebu City, Cebu @
~(10.387068,123.877149);
- 61) 20 Mbps (CIR) link to Technological University of the Philippines - Manila in Cebu City, Cebu @
~(10.387068,123.877149);
- 62) 5 Mbps (CIR) link to Cebu Normal University in Cebu City, Cebu @ ~(10.387068,123.877149);
- 63) 5 Mbps (CIR) link to Cebu Technological University - Main in Cebu City, Cebu @
~(10.387068,123.877149);
- 64) 5 Mbps (CIR) link to Cebu Technological University - College of Agriculture in Cebu City, Cebu @
~(10.387068,123.877149)

LOT – NP – C01

TERMINATION POINT CODE DESCRIPTION:

BID OFFER (*amount in words and figures*):

We undertake, if our Proposal is accepted, to deliver the goods in accordance with the delivery schedule specified above.

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

We agree to abide by this Proposal for the Proposal Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date

**Annex A2
LOT-NP-C02**

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

CONSOLIDATED BID DETAIL FORM

LOT – NP – C02	
Instructions:	
1. Thoroughly read and study the contents of this form. Consider also the general specifications given in the BDS and ITB. 2. To bid for this lot, print all pages of this form and fill-in on the last page of this form your bid offer and chosen termination point. 3. Each and every page of this form shall be initialed by your duly authorized representative. On the last page of this form, affix your company name and the signature of your duly authorized representative in the space provided. 4. Add this lot with your bid offer amount on the Bid Summary Sheet (Annex A1). 5. Include your accomplished form in Second Envelope - Financial Component.	
<i>ABC (12-month service contract)</i>	<i>Bid Security Bond Value</i>
₱5,510,000.00	₱110,200.00
<i>Delivery Schedule (from Notice-To-Proceed)</i>	<i>Minimum Bid Doc Purchase Price</i>
60 Days	₱6,035.31
Description	
The LOT is composed of 51 link services that connect the required site(s) to any of the termination points provided in Annex A3. The CIR bandwidth for the links in this lot total 397 Mbps, and range from 2 to 50 Mbps with an average of 7.78 Mbps. All link services must be trunked into no more than 2 physical links of equal and appropriate size for termination at any IP Core or PoP facility. Link services shall be on a 24H basis available 97.9% w/ NO BW protection or 95.8% w/ 50% BW protection.	
List of Mandatory Links (Coordinates are given without a guarantee of accuracy)	
1) 2 Mbps (CIR) link to Mercedes Main Health Center in Zamboanga City, Zamboanga Del Sur @ ~ (6.958950, 122.141510); 2) 2 Mbps (CIR) link to Sangali Main Health Center in Zamboanga City, Zamboanga Del Sur @ ~ (7.069470, 122.202090);	

LOT – NP – C02

- 3) 2 Mbps (CIR) link to Santa Catalina Health Center in Zamboanga City, Zamboanga Del Sur @ ~ (6.907270,122.085300);
- 4) 2 Mbps (CIR) link to Sta. Maria Main Health Center in Zamboanga City, Zamboanga Del Sur @ ~ (6.932540,122.068090);
- 5) 2 Mbps (CIR) link to Talon Talon Main Health Center in Zamboanga City, Zamboanga Del Sur @ ~ (6.909000,122.114000);
- 6) 2 Mbps (CIR) link to Tetuan Main Health Center in Zamboanga City, Zamboanga Del Sur @ ~ (6.919530,122.089110);
- 7) 2 Mbps (CIR) link to Tictapul Main Health Center in Zamboanga City, Zamboanga Del Sur @ ~ (6.902776,122.073410);
- 8) 2 Mbps (CIR) link to Tumaga Main Health Center in Zamboanga City, Zamboanga Del Sur @ ~ (6.937630,122.078480);
- 9) 2 Mbps (CIR) link to Vitali Health Center in Zamboanga City, Zamboanga Del Sur @ ~ (6.902776,122.073410);
- 10) 25 Mbps (CIR) link to Paseo Del Mar in Zamboanga City, Zamboanga Del Sur @ ~ (6.900470,122.081259);
- 11) 8 Mbps (CIR) link to Talon-Talon National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.909088,122.111524);
- 12) 8 Mbps (CIR) link to Zamboanga National High School (West) in Zamboanga City, Zamboanga Del Sur @ ~ (6.910833,122.061667);
- 13) 8 Mbps (CIR) link to Zamboanga City High School, Main in Zamboanga City, Zamboanga Del Sur @ ~ (6.912616,122.092874);
- 14) 8 Mbps (CIR) link to Arena Blanco National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.920000,122.152500);
- 15) 8 Mbps (CIR) link to Southcom National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.921730,122.042275);
- 16) 8 Mbps (CIR) link to Don Pablo A. Lorenzo Memorial High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.927417,122.058840);
- 17) 8 Mbps (CIR) link to Regional Science High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.932500,122.052500);
- 18) 8 Mbps (CIR) link to Sinunuc National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.935891,122.002018);
- 19) 8 Mbps (CIR) link to Maria Clara L. Lobregat National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.943705,122.100254);
- 20) 8 Mbps (CIR) link to Capisan National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.953529,122.027700);
- 21) 8 Mbps (CIR) link to Tuan Datu Hj. Abdulla Nuno Memorial High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.954583,122.183984);
- 22) 8 Mbps (CIR) link to Recodo National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.955556,121.965278);
- 23) 8 Mbps (CIR) link to Arena Blanco National High School- Landang Gua Annex in Zamboanga City, Zamboanga Del Sur @ ~ (6.956290,122.256905);
- 24) 8 Mbps (CIR) link to Mercedes National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.959829,122.144977);

LOT – NP – C02

- 25) 8 Mbps (CIR) link to Ayala National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.962556,121.949338);
- 26) 8 Mbps (CIR) link to Culihanan National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.971944,122.145833);
- 27) 8 Mbps (CIR) link to Baluno National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.976389,121.990278);
- 28) 8 Mbps (CIR) link to Talisayan National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.985973,121.931720);
- 29) 8 Mbps (CIR) link to Cabaluay National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.994085,122.178096);
- 30) 8 Mbps (CIR) link to Tolosa National High School in Zamboanga City, Zamboanga Del Sur @ ~ (7.006981,122.133518);
- 31) 8 Mbps (CIR) link to Sinubong National High School in Zamboanga City, Zamboanga Del Sur @ ~ (7.022500,121.920556);
- 32) 8 Mbps (CIR) link to Manicahan National High School in Zamboanga City, Zamboanga Del Sur @ ~ (7.023045,122.186489);
- 33) 8 Mbps (CIR) link to Bolong National High School in Zamboanga City, Zamboanga Del Sur @ ~ (7.073233,122.210075);
- 34) 8 Mbps (CIR) link to Sangali National High School in Zamboanga City, Zamboanga Del Sur @ ~ (7.075278,122.205556);
- 35) 8 Mbps (CIR) link to Ramon Enriquez High School in Zamboanga City, Zamboanga Del Sur @ ~ (7.090065,121.901301);
- 36) 8 Mbps (CIR) link to Bunguiao National High School in Zamboanga City, Zamboanga Del Sur @ ~ (7.104033,122.195766);
- 37) 8 Mbps (CIR) link to Limpapa National High School in Zamboanga City, Zamboanga Del Sur @ ~ (7.112835,121.905385);
- 38) 8 Mbps (CIR) link to Lubigan National High School, Curuan Annex in Zamboanga City, Zamboanga Del Sur @ ~ (7.141103,122.232844);
- 39) 8 Mbps (CIR) link to Curuan National High School in Zamboanga City, Zamboanga Del Sur @ ~ (7.205720,122.234294);
- 40) 8 Mbps (CIR) link to Mangusu Integrated School in Zamboanga City, Zamboanga Del Sur @ ~ (7.232790,122.251761);
- 41) 8 Mbps (CIR) link to Tagasilay National High School in Zamboanga City, Zamboanga Del Sur @ ~ (7.302925,122.258056);
- 42) 8 Mbps (CIR) link to Sibulao National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.902776,122.073410);
- 43) 8 Mbps (CIR) link to Limaong National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.902776,122.073410);
- 44) 8 Mbps (CIR) link to Vitali National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.902776,122.073410);
- 45) 8 Mbps (CIR) link to Tictapul National High School in Zamboanga City, Zamboanga Del Sur @ ~ (6.903964,122.076196);
- 46) 50 Mbps (CIR) link to Zamboanga International Airport in Zamboanga City, Zamboanga Del Sur @ ~ (6.919802,122.062419);

LOT – NP – C02

- 47) 4 Mbps (CIR) link to Zamboanga City Ferry Terminal in Zamboanga City, Zamboanga Del Sur @ ~ (6.902178,122.076908);
- 48) 5 Mbps (CIR) link to Western Mindanao State University - Main in Zamboanga City, Zamboanga Del Sur @ ~ (7.140636,122.136243);
- 49) 5 Mbps (CIR) link to Western Mindanao State University - Curuan in Zamboanga City, Zamboanga Del Sur @ ~ (7.140636,122.136243);
- 50) 5 Mbps (CIR) link to Western Mindanao State University - San Ramon in Zamboanga City, Zamboanga Del Sur @ ~ (7.140636,122.136243);
- 51) 5 Mbps (CIR) link to Zamboanga State College of Marine Sciences and Technology in Zamboanga City, Zamboanga Del Sur @ ~ (7.140636,122.136243)

TERMINATION POINT CODE DESCRIPTION:

BID OFFER (*amount in words and figures*):

We undertake, if our Proposal is accepted, to deliver the goods in accordance with the delivery schedule specified above.

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

We agree to abide by this Proposal for the Proposal Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

LOT – NP – C02
Date

**Annex A2
LOT-NP-C03**

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

CONSOLIDATED BID DETAIL FORM

LOT – NP – C03	
Instructions:	
1. Thoroughly read and study the contents of this form. Consider also the general specifications given in the BDS and ITB. 2. To bid for this lot, print all pages of this form and fill-in on the last page of this form your bid offer and chosen termination point. 3. Each and every page of this form shall be initialed by your duly authorized representative. On the last page of this form, affix your company name and the signature of your duly authorized representative in the space provided. 4. Add this lot with your bid offer amount on the Bid Summary Sheet (Annex A1). 5. Include your accomplished form in Second Envelope - Financial Component.	
<i>ABC (12-month service contract)</i>	<i>Bid Security Bond Value</i>
₱8,599,000.00	₱171,980.00
<i>Delivery Schedule (from Notice-To-Proceed)</i>	<i>Minimum Bid Doc Purchase Price</i>
60 Days	₱9,418.81
Description	
The LOT is composed of 88 link services that connect the required site(s) to any of the termination points provided in Annex A3. The CIR bandwidth for the links in this lot total 612 Mbps, and range from 2 to 25 Mbps with an average of 6.95 Mbps. All link services must be trunked into no more than 2 physical links of equal and appropriate size for termination at any IP Core or PoP facility. Link services shall be on a 24H basis available 97.9% w/ NO BW protection or 95.8% w/ 50% BW protection.	
List of Mandatory Links (Coordinates are given without a guarantee of accuracy)	
1) 2 Mbps (CIR) link to Agdao Municipal Health Center in Davao City, Davao Del Sur @ ~ (7.076716, 125.604418); 2) 2 Mbps (CIR) link to Baguio District Health Center in Davao City, Davao Del Sur @ ~ (7.175800, 125.398980);	

LOT – NP – C03

- 3) 2 Mbps (CIR) link to Buhangin Health Center in Davao City, Davao Del Sur @
~(7.114960,125.612010);
- 4) 2 Mbps (CIR) link to Bunawan Municipal Health Center in Davao City, Davao Del Sur @
~(7.235530,125.596330);
- 5) 2 Mbps (CIR) link to Calinan District Health Center in Davao City, Davao Del Sur @
~(7.190490,125.459010);
- 6) 2 Mbps (CIR) link to District a Rural Health Unit in Davao City, Davao Del Sur @
~(7.076716,125.604418);
- 7) 2 Mbps (CIR) link to Garcia Heights Health Center in Davao City, Davao Del Sur @
~(7.064312,125.607751);
- 8) 2 Mbps (CIR) link to Magallanes City Health Center in Davao City, Davao Del Sur @
~(7.064312,125.607751);
- 9) 2 Mbps (CIR) link to Malabog Lying-in Center in Davao City, Davao Del Sur @
~(7.327000,125.459000);
- 10) 2 Mbps (CIR) link to Marilog District Health Center in Davao City, Davao Del Sur @
~(7.297410,125.300600);
- 11) 2 Mbps (CIR) link to Matina Aplaya Health Center in Davao City, Davao Del Sur @
~(7.076716,125.604418);
- 12) 2 Mbps (CIR) link to Mini-Forest Health Center in Davao City, Davao Del Sur @
~(7.076716,125.604418);
- 13) 2 Mbps (CIR) link to Mintal Health Center in Davao City, Davao Del Sur @ ~ (7.091760,125.499900);
- 14) 2 Mbps (CIR) link to Puan Health Center in Davao City, Davao Del Sur @ ~ (7.052540,125.539620);
- 15) 2 Mbps (CIR) link to Tomas Claudio Rural Health Unit in Davao City, Davao Del Sur @
~(7.076716,125.604418);
- 16) 2 Mbps (CIR) link to Toril Health Center in Davao City, Davao Del Sur @ ~ (7.076716,125.604418);
- 17) 2 Mbps (CIR) link to Panabo Cho in Davao City, Davao Del Sur @ ~ (7.299440,125.679720);
- 18) 2 Mbps (CIR) link to Fatima Rural Health Unit in Davao City, Davao Del Sur @
~(7.291000,125.531000);
- 19) 19 Mbps (CIR) link to Public Libraries Library in Davao City, Davao Del Sur @
~(7.180685,125.394758);
- 20) 25 Mbps (CIR) link to People's Park in Davao City, Davao Del Sur @ ~ (7.070964,125.607825);
- 21) 8 Mbps (CIR) link to Binugao National High School - Baracatan National High School in Davao City,
Davao Del Sur @ ~ (6.971988,125.428505);
- 22) 8 Mbps (CIR) link to Binugao National High School in Davao City, Davao Del Sur @
~(6.974873,125.477850);
- 23) 8 Mbps (CIR) link to Toril National High School in Davao City, Davao Del Sur @
~(7.024279,125.494307);
- 24) 8 Mbps (CIR) link to Dona Carmen Denia National High School - J. V. Ferriols High School in Davao
City, Davao Del Sur @ ~ (7.012361,125.497584);
- 25) 8 Mbps (CIR) link to Dona Carmen Denia National High School in Davao City, Davao Del Sur @
~(7.012440,125.497587);
- 26) 8 Mbps (CIR) link to Crossing Bayabas National High School in Davao City, Davao Del Sur @
~(7.024092,125.494173);
- 27) 8 Mbps (CIR) link to Crossing Bayabas National High School - E. B. Lopez Mem. National High School

LOT – NP – C03

- in Davao City, Davao Del Sur @ ~(7.032259,125.400836);
- 28) 8 Mbps (CIR) link to Talomo National High School in Davao City, Davao Del Sur @ ~(7.064312,125.607751);
- 29) 8 Mbps (CIR) link to Gov. Vicente Duterte National High School in Davao City, Davao Del Sur @ ~(7.050054,125.562591);
- 30) 8 Mbps (CIR) link to Crossing Bayabas Nhs - Don Enrique Bustamante National High School in Davao City, Davao Del Sur @ ~(7.054688,125.511452);
- 31) 8 Mbps (CIR) link to Daniel R. Aguinaldo National High School (Matina National High School) in Davao City, Davao Del Sur @ ~(7.064312,125.607751);
- 32) 8 Mbps (CIR) link to Mabini National High School in Davao City, Davao Del Sur @ ~(7.062610,125.559743);
- 33) 8 Mbps (CIR) link to Davao City Special National High School in Davao City, Davao Del Sur @ ~(7.063035,125.559796);
- 34) 8 Mbps (CIR) link to Erico T. Nograles National High School in Davao City, Davao Del Sur @ ~(7.063146,125.614179);
- 35) 8 Mbps (CIR) link to Sta. Ana National High School in Davao City, Davao Del Sur @ ~(7.064312,125.607751);
- 36) 8 Mbps (CIR) link to Catalunan Pequeno National High School in Davao City, Davao Del Sur @ ~(7.075878,125.520497);
- 37) 8 Mbps (CIR) link to Davao City National High School in Davao City, Davao Del Sur @ ~(7.078580,125.606841);
- 38) 8 Mbps (CIR) link to Jesus J. Soriano National High School in Davao City, Davao Del Sur @ ~(7.080309,125.543806);
- 39) 8 Mbps (CIR) link to Mintal Nchs - Sto. Nino High School in Davao City, Davao Del Sur @ ~(7.080613,125.506698);
- 40) 8 Mbps (CIR) link to Optaciano Hilay National High School - Mulig National High School Annex in Davao City, Davao Del Sur @ ~(7.081125,125.458653);
- 41) 8 Mbps (CIR) link to Leon Garcia, Sr. National High School (San Juan National High School) in Davao City, Davao Del Sur @ ~(7.085671,125.627545);
- 42) 8 Mbps (CIR) link to Crossing Bayabas National High School - Camansi High School Annex in Davao City, Davao Del Sur @ ~(7.086995,125.440391);
- 43) 8 Mbps (CIR) link to Maa National High School in Davao City, Davao Del Sur @ ~(7.089927,125.579474);
- 44) 8 Mbps (CIR) link to Mintal Comprehensive High School in Davao City, Davao Del Sur @ ~(7.093521,125.499993);
- 45) 8 Mbps (CIR) link to Optaciano Hilay National High School in Davao City, Davao Del Sur @ ~(7.103300,125.452965);
- 46) 8 Mbps (CIR) link to Emilio J. Estipona- Guinga National High School in Davao City, Davao Del Sur @ ~(7.103635,125.413723);
- 47) 8 Mbps (CIR) link to E. Ramos National High School in Davao City, Davao Del Sur @ ~(7.124798,125.646455);
- 48) 8 Mbps (CIR) link to Mintal Nchs - Tugbok National High School in Davao City, Davao Del Sur @ ~(7.109469,125.484894);
- 49) 8 Mbps (CIR) link to Bernardo D. Carpio National High School in Davao City, Davao Del Sur @ ~(7.113496,125.607947);

LOT – NP – C03

- 50) 8 Mbps (CIR) link to F. Bangoy National High School in Davao City, Davao Del Sur @ ~ (7.117701,125.653992);
- 51) 8 Mbps (CIR) link to Tagakpan National High School in Davao City, Davao Del Sur @ ~ (7.125357,125.430878);
- 52) 8 Mbps (CIR) link to Waan National High School in Davao City, Davao Del Sur @ ~ (7.127169,125.575062);
- 53) 8 Mbps (CIR) link to Cabantian National High School in Davao City, Davao Del Sur @ ~ (7.129593,125.620945);
- 54) 8 Mbps (CIR) link to Sirib National High School in Davao City, Davao Del Sur @ ~ (7.132631,125.404503);
- 55) 8 Mbps (CIR) link to Los Amigos National High School in Davao City, Davao Del Sur @ ~ (7.143757,125.478562);
- 56) 8 Mbps (CIR) link to Dr. Santiago Dakudao Sr. Nat'l High School in Davao City, Davao Del Sur @ ~ (7.161253,125.642143);
- 57) 8 Mbps (CIR) link to Wangan National High School-Calinan National High School Annex in Davao City, Davao Del Sur @ ~ (7.161332,125.444687);
- 58) 8 Mbps (CIR) link to Teofilo V. Fernandez National High School (Indangan National High School) in Davao City, Davao Del Sur @ ~ (7.161919,125.595670);
- 59) 8 Mbps (CIR) link to Mandug National High School (Pablo Lorenzo National High School) in Davao City, Davao Del Sur @ ~ (7.163187,125.576352);
- 60) 8 Mbps (CIR) link to Biao National High School in Davao City, Davao Del Sur @ ~ (7.163566,125.519975);
- 61) 8 Mbps (CIR) link to Ma. Cristina P. Belcar Agricultural High School in Davao City, Davao Del Sur @ ~ (7.172938,125.405345);
- 62) 8 Mbps (CIR) link to Biao National High School - Talandang High School Annex in Davao City, Davao Del Sur @ ~ (7.183114,125.517155);
- 63) 8 Mbps (CIR) link to Calinan National High School in Davao City, Davao Del Sur @ ~ (7.185210,125.455691);
- 64) 8 Mbps (CIR) link to F. Bustamante National High School in Davao City, Davao Del Sur @ ~ (7.190484,125.646701);
- 65) 8 Mbps (CIR) link to Mahayag National High School in Davao City, Davao Del Sur @ ~ (7.190647,125.646886);
- 66) 8 Mbps (CIR) link to Gorgonio Tajo, Sr. National High School in Davao City, Davao Del Sur @ ~ (7.204506,125.532688);
- 67) 8 Mbps (CIR) link to Elias P. Dacudao Gumalang School of Home Industries in Davao City, Davao Del Sur @ ~ (7.212247,125.405073);
- 68) 8 Mbps (CIR) link to Dacudao National High School in Davao City, Davao Del Sur @ ~ (7.214901,125.475389);
- 69) 8 Mbps (CIR) link to Lower Tamugan National High School in Davao City, Davao Del Sur @ ~ (7.221324,125.375262);
- 70) 8 Mbps (CIR) link to Bernardino B. Bosque National High School in Davao City, Davao Del Sur @ ~ (7.241284,125.633855);
- 71) 8 Mbps (CIR) link to Lamanan National High School in Davao City, Davao Del Sur @ ~ (7.243540,125.441466);
- 72) 8 Mbps (CIR) link to Alejandra L. Navarro National High School in Davao City, Davao Del Sur @

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

BAC4FREEWIFI-2016-07-016 (NEGO)

LOT – NP – C03

- ~(7.265141,125.665100);
- 73) 8 Mbps (CIR) link to G.Astilla Sr. Cultural Minority High School - Marilog National High School Annex in Davao City, Davao Del Sur @ ~(7.276325,125.353641);
- 74) 8 Mbps (CIR) link to Binowang National High School in Davao City, Davao Del Sur @ ~(7.277844,125.524511);
- 75) 8 Mbps (CIR) link to Marilog National High School in Davao City, Davao Del Sur @ ~(7.288271,125.307515);
- 76) 8 Mbps (CIR) link to Saloy Nationa High School in Davao City, Davao Del Sur @ ~(7.302829,125.411131);
- 77) 8 Mbps (CIR) link to Telesforo S. Singson National High School in Davao City, Davao Del Sur @ ~(7.305913,125.434788);
- 78) 8 Mbps (CIR) link to Malabog National High School in Davao City, Davao Del Sur @ ~(7.320997,125.464180);
- 79) 8 Mbps (CIR) link to Paquibato National High School in Davao City, Davao Del Sur @ ~(7.365078,125.483273);
- 80) 8 Mbps (CIR) link to Marilog National High School - Marahan National High School in Davao City, Davao Del Sur @ ~(7.076716,125.604418);
- 81) 8 Mbps (CIR) link to Marilog High School of Agriculture in Davao City, Davao Del Sur @ ~(7.076716,125.604418);
- 82) 8 Mbps (CIR) link to Paquibato National High School - Panaga National High School in Davao City, Davao Del Sur @ ~(7.076716,125.604418);
- 83) 8 Mbps (CIR) link to Buda National High School in Davao City, Davao Del Sur @ ~(7.076716,125.604418);
- 84) 8 Mbps (CIR) link to Baguio National School of Arts and Trades in Davao City, Davao Del Sur @ ~(7.172038,125.403031);
- 85) 5 Mbps (CIR) link to University of the Philippines - Mindanao in Davao City, Davao Del Sur @ ~(7.285325,125.421172);
- 86) 5 Mbps (CIR) link to Southern Philippines Agri-Business and Marine and Aquatic School of Technology - Buhangin Ext in Davao City, Davao Del Sur @ ~(7.285325,125.421172);
- 87) 5 Mbps (CIR) link to University of Southeastern Philippines - Main in Davao City, Davao Del Sur @ ~(7.285325,125.421172);
- 88) 5 Mbps (CIR) link to University of Southeastern Philippines - Mintal in Davao City, Davao Del Sur @ ~(7.285325,125.421172)

TERMINATION POINT CODE DESCRIPTION:

BID OFFER (*amount in words and figures*):

LOT – NP – C03

We undertake, if our Proposal is accepted, to deliver the goods in accordance with the delivery schedule specified above.

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

We agree to abide by this Proposal for the Proposal Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date

**Annex A2
LOT-NP-M01**

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

CONSOLIDATED BID DETAIL FORM

LOT – NP – M01	
Instructions:	
1. Thoroughly read and study the contents of this form. Consider also the general specifications given in the BDS and ITB. 2. To bid for this lot, print all pages of this form and fill-in on the last page of this form your bid offer and chosen termination point. 3. Each and every page of this form shall be initialed by your duly authorized representative. On the last page of this form, affix your company name and the signature of your duly authorized representative in the space provided. 4. Add this lot with your bid offer amount on the Bid Summary Sheet (Annex A1). 5. Include your accomplished form in Second Envelope - Financial Component.	
<i>ABC (12-month service contract)</i> ₱90,000.00	<i>Bid Security Bond Value</i> ₱1,800.00
<i>Delivery Schedule (from Notice-To-Proceed)</i> 60 Days	<i>Minimum Bid Doc Purchase Price</i> ₱98.58
Description	
The LOT is composed of 5 link services that connect the required site(s) to any of the termination points provided in Annex A3. The CIR bandwidth for the links in this lot total 8 Mbps, and range from 1 to 3 Mbps with an average of 1.60 Mbps. Link services shall be on a 24H basis available 97.9% w/ NO BW protection or 95.8% w/ 50% BW protection.	
List of Mandatory Links (Coordinates are given without a guarantee of accuracy)	
1) 3 Mbps (CIR) link to Alabat Town Library in Alabat, Quezon @ ~(14.102467,122.002476); 2) 1 Mbps (CIR) link to Alabat Island District Hospital in Alabat, Quezon @ ~(14.102009,122.014603); 3) 1 Mbps (CIR) link to Alabat Rural Health Unit in Alabat, Quezon @ ~(14.104000,122.011000); 4) 2 Mbps (CIR) link to Alabat Island National High School in Alabat, Quezon @ ~(14.102751,122.016680); 5) 1 Mbps (CIR) link to Alabat Town Hall in Alabat, Quezon @ ~(14.111447,122.032007)	

LOT – NP – M01

TERMINATION POINT CODE DESCRIPTION:

BID OFFER (*amount in words and figures*):

We undertake, if our Proposal is accepted, to deliver the goods in accordance with the delivery schedule specified above.

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

We agree to abide by this Proposal for the Proposal Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date

**Annex A2
LOT-NP-M02**

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

CONSOLIDATED BID DETAIL FORM

LOT – NP – M02	
Instructions:	
1. Thoroughly read and study the contents of this form. Consider also the general specifications given in the BDS and ITB. 2. To bid for this lot, print all pages of this form and fill-in on the last page of this form your bid offer and chosen termination point. 3. Each and every page of this form shall be initialed by your duly authorized representative. On the last page of this form, affix your company name and the signature of your duly authorized representative in the space provided. 4. Add this lot with your bid offer amount on the Bid Summary Sheet (Annex A1). 5. Include your accomplished form in Second Envelope - Financial Component.	
<i>ABC (12-month service contract)</i> ₱52,000.00	<i>Bid Security Bond Value</i> ₱1,040.00
<i>Delivery Schedule (from Notice-To-Proceed)</i> 60 Days	<i>Minimum Bid Doc Purchase Price</i> ₱56.96
Description	
The LOT is composed of 3 link services that connect the required site(s) to any of the termination points provided in Annex A3. The CIR bandwidth for the links in this lot total 5 Mbps, and range from 1 to 2 Mbps with an average of 1.67 Mbps. Link services shall be on a 24H basis available 97.9% w/ NO BW protection or 95.8% w/ 50% BW protection.	
List of Mandatory Links (Coordinates are given without a guarantee of accuracy)	
1) 2 Mbps (CIR) link to Perez Town Library in Perez, Quezon @ ~(14.191109,121.922859); 2) 2 Mbps (CIR) link to Perez National High School in Perez, Quezon @ ~(14.183180,121.933394); 3) 1 Mbps (CIR) link to Perez Town Hall in Perez, Quezon @ ~(14.177203,121.951988)	

LOT – NP – M02

TERMINATION POINT CODE DESCRIPTION:

BID OFFER (*amount in words and figures*):

We undertake, if our Proposal is accepted, to deliver the goods in accordance with the delivery schedule specified above.

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

We agree to abide by this Proposal for the Proposal Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date

**Annex A2
LOT-NP-M03**

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

CONSOLIDATED BID DETAIL FORM

LOT – NP – M03	
Instructions:	
1. Thoroughly read and study the contents of this form. Consider also the general specifications given in the BDS and ITB. 2. To bid for this lot, print all pages of this form and fill-in on the last page of this form your bid offer and chosen termination point. 3. Each and every page of this form shall be initialed by your duly authorized representative. On the last page of this form, affix your company name and the signature of your duly authorized representative in the space provided. 4. Add this lot with your bid offer amount on the Bid Summary Sheet (Annex A1). 5. Include your accomplished form in Second Envelope - Financial Component.	
<i>ABC (12-month service contract)</i> ₱100,000.00	<i>Bid Security Bond Value</i> ₱2,000.00
<i>Delivery Schedule (from Notice-To-Proceed)</i> 60 Days	<i>Minimum Bid Doc Purchase Price</i> ₱109.53
Description	
The LOT is composed of 4 link services that connect the required site(s) to any of the termination points provided in Annex A3. The CIR bandwidth for the links in this lot total 10 Mbps, and range from 1 to 4 Mbps with an average of 2.50 Mbps. Link services shall be on a 24H basis available 97.9% w/ NO BW protection or 95.8% w/ 50% BW protection.	
List of Mandatory Links (Coordinates are given without a guarantee of accuracy)	
1) 4 Mbps (CIR) link to Plaridel Town Library in Plaridel Quezon, Quezon @ ~(13.936032,122.004321); 2) 1 Mbps (CIR) link to Plaridel Rural Health Unit in Plaridel Quezon, Quezon @ ~(13.960000,122.009000); 3) 3 Mbps (CIR) link to Concepcion National High School in Plaridel Quezon, Quezon @ ~(13.961845,122.002474);	

LOT – NP – M03

4) 2 Mbps (CIR) link to Plaridel Town Hall in Plaridel Quezon, Quezon @ ~(13.936032,122.004321)

TERMINATION POINT CODE DESCRIPTION:

BID OFFER (*amount in words and figures*):

We undertake, if our Proposal is accepted, to deliver the goods in accordance with the delivery schedule specified above.

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

We agree to abide by this Proposal for the Proposal Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date

**Annex A2
LOT-NP-M04**

(Bidder's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

CONSOLIDATED BID DETAIL FORM

LOT – NP – M04

Instructions:

1. Thoroughly read and study the contents of this form. Consider also the general specifications given in the BDS and ITB.
2. To bid for this lot, print all pages of this form and fill-in on the last page of this form your bid offer and chosen termination point.
3. Each and every page of this form shall be initialed by your duly authorized representative. On the last page of this form, affix your company name and the signature of your duly authorized representative in the space provided.
4. Add this lot with your bid offer amount on the Bid Summary Sheet (Annex A1).
5. Include your accomplished form in Second Envelope - Financial Component.

<i>ABC (12-month service contract)</i> ₱90,000.00	<i>Bid Security Bond Value</i> ₱1,800.00
<i>Delivery Schedule (from Notice-To-Proceed)</i> 60 Days	<i>Minimum Bid Doc Purchase Price</i> ₱89.58

Description

The LOT is composed of 3 link services that connect the required site(s) to any of the termination points provided in Annex A3. The CIR bandwidth for the links in this lot total 9 Mbps, and range from 1 to 5 Mbps with an average of 3.00 Mbps. Link services shall be on a 24H basis available 97.9% w/ NO BW protection or 95.8% w/ 50% BW protection.

List of Mandatory Links (Coordinates are given without a guarantee of accuracy)

- 1) 5 Mbps (CIR) link to Sulop Public Library in Sulop, Davao Del Sur @ ~(6.603178,125.341287);
- 2) 1 Mbps (CIR) link to Sulop Rural Health Unit in Sulop, Davao Del Sur @ ~(6.599410,125.344430);
- 3) 3 Mbps (CIR) link to Felipe-Inocencia Deluao National High School in Sulop, Davao Del Sur @ ~(6.603540,125.353550)

TERMINATION POINT CODE DESCRIPTION:

LOT – NP – M04

BID OFFER (*amount in words and figures*):

We undertake, if our Proposal is accepted, to deliver the goods in accordance with the delivery schedule specified above.

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

We agree to abide by this Proposal for the Proposal Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date

Section VIII.

Post Qualification Document

Annex V

(Bidder's Company Letterhead)
PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

COMPANY PROFILE

COMPANY NAME	:
ADDRESS	:
HEAD OFFICE	:
BRANCH	:
TELEPHONE NUMBER/S	:
HEAD OFFICE	:
BRANCH	:
FAX NUMBER/S	:
HEAD OFFICE	:
BRANCH	:
E-MAIL ADDRESS/ES	:
NUMBER OF YEARS IN BUSINESS	:
NUMBER OF EMPLOYEES	:
LIST OF MAJOR STOCKHOLDERS	:
LIST OF BOARD DIRECTORS	:
LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT [at least THREE (3)]	:

Name & Signature of Company Authorized Representative

Position

Date

Annex VI

(Bidder's Single Largest Completed Client's Company Letterhead)

PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS)

BAC4FREEWIFI-2016-07-016 (NEGO)

CERTIFICATE OF PERFORMANCE EVALUATION

[Rating of at least Very Satisfactory to be issued by the Bidder's Single Largest Completed Contract Client indicated in the submitted Annex I-A on the performance of the product supplied / delivered by the prospective bidder]

This is to certify that (NAME OF BIDDER) has supplied our company/agency with (Name of Product/s). Based on our evaluation on timely delivery, compliance to specifications and performance, warranty and after sales service, we give (NAME OF BIDDER) a rating of:

- EXCELLENT
VERY SATISFACTORY
SATISFACTORY
POOR

This Certification shall form part of the Technical Documentary Requirements in line with (Name of Bidder) participation in the PROCUREMENT OF SITE IP TRANSPORT SERVICES PHASE 1C (IPTS) for the Department of Information and Communications Technology.

Issued this ___ day of ___ 2016 in ___, Philippines.

Name of Company (Bidder's Client)

Full name of Authorized Representative

Address

Signature of Authorized Representative

Tel. No. / Fax

E-Mail Address

Section X. Reference Documents

Annex VI

Special Bank Guarantee or Irrevocable Standby Letter of Credit (For Retention Money, As Applicable)

To : _____
Date : _____

WHEREAS, _____ with principal offices located at _____ (hereinafter called "the Contractor/Supplier") has undertaken, in pursuance of _____ dated _____ to execute supply of _____ at _____.

AND WHEREAS, it has been stipulated by you in the said Contract that the Contractor/Supplier shall furnish you with a Special Bank Guarantee by an authorized bank for the sum specified therein as security for compliance with their obligations in accordance to with the contract, including a warranty that the GOODS supplied are free from patent and latent defects and performance of corrective work for any manufacturing defects will be undertaken as required and that all the conditions imposed under the contract shall been fully met;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of PhP _____ proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon you first written demand and without cavil or argument, any sum or sums within the limits of PhP _____ as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby further affirm that this bank guarantee is irrevocable and intended to answer for the performance of corrective work for any manufacturing defects, to warrant that the goods supplied are free from met by the Contractor/Supplier.

We hereby waive the necessity of your demanding that said debt from the Contractor/Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until _____ or a minimum of one (1) year, whichever comes later.

SIGNATURE AND SEAL OF GUARANTOR
NAME OF BANK

ADDRESS

Annex VII

Form of Performance Security (Bank Guarantee)

To : **Department of Information and Communications Technology
DICT Building, C.P. Garcia Avenue, Diliman, Quezon City**

WHEREAS, *[insert name and address of Suppler]* (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. *[Insert number]* dated *[insert date]* to execute *[insert name of contract and brief description]* (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of *[insert amount of guarantee]*¹ proportions of currencies in which the Contract Price is payable, and we undertake to you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[insert amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF GUARANTOR

NAME OF BANK

¹ An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

ADDRESS

Section X

Checklist of Requirements

**ICT OFFICE BAC4FREEWIFI
CHECKLIST OF REQUIREMENTS FOR BIDDERS**

Name of Company : _____
Project : **PROCUREMENT OF SITE IP TRANSPORT SERVICE
PHASE 1C (IPTS)**
Bid Ref No. : **BAC4FREEWIFI-2016-07-016 (NEGO)**
APPROVED BUDGET FOR THE CONTRACT : PHP22,824,00.00

Ref. No.	Particulars	
ENVELOPE A: ELIGIBILITY AND TECHNICAL DOCUMENTS		
ELIGIBILITY DOCUMENTS		
CLASS "A" DOCUMENTS		
	(a.1.) ELIGIBILITY DOCUMENTS	
12.1	i. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives	
	ii. Business/Mayor's permit for 2016 issued by the city or municipality where the principal place of business of the prospective bidder is located	
	iii. Valid and Current Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.	
	iv. Statement of all its Ongoing (including awarded contract/s not yet started, if any) within the last three (3) Years, (Annex I)	

	<p>v. Statement of Completed Single Largest Contract from January 2010 up to the day before the deadline for the submission bids of similar in nature equivalent to at least fifty percent (50%) of the ABC or Statement of At Least Two (2) Completed Contracts of Similar Nature Within the Last Five Years From the Date of Submission and Receipt of Bids, the Aggregate of Which Should be Equivalent to at least Fifty Percent (50%) of the ABC, and the Largest of These Similar Contract Must be Equivalent to at Least Twenty Five Percent (25%) of the ABC for this Project. (Annex I-A)</p>	
	<p>vi. Copy of 2015 Annual Income Tax Return submitted through BIR’s Electronic Filing and Payment System (EFPS) together with the following Audited Financial Statements for 2015 and 2014 (in comparative form or separate reports):</p> <ul style="list-style-type: none"> a) Copy of Independent Auditor’s Report; b) Balance Sheet (Statement of Financial Position); c) Income Statement (Statement of Comprehensive Income); Each of the above statements must have stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions 	
	<p>vii. Duly signed Net Financial Contracting Capacity Computation (NFCC) per Annex II, in accordance with ITB Clause 5.5</p> <p>NFCC = [(Current Assets minus Current Liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</p> <p>Where:</p> <ul style="list-style-type: none"> K: 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years. <p>Notes:</p> <ol style="list-style-type: none"> 1. The values of the bidder’s current assets and current liabilities shall be based on the data submitted to BIR through its Electronic Filing and Payment System. 2. Value of all outstanding or uncompleted contracts refers those listed in Annex-I. 3. The detailed computation using the required formula must be shown as provided above. 	

CLASS "B" DOCUMENTS (FOR JOINT VENTURE)	
	<p>i. For Joint Ventures, Bidder to submit either:</p> <ol style="list-style-type: none"> 1. Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or 2. Copy of Protocol / Undertaking of Agreement to Enter into Joint Venture signed by 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. (Annex III) <p><u>The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.</u></p> <p>For Joint Venture, the following documents must likewise be submitted:</p> <p>For Joint Venture, each partner should submit:</p> <ol style="list-style-type: none"> 1. Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives; 2. Business/Mayor's permit for 2015 issued by the city or municipality where the principal place of business of the prospective bidder is located; 3. Valid and Current Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.
	<p>For item (iv) to (vii) of the required eligibility documents, submission by any of the Joint Venture partner constitutes compliance.</p>
TECHNICAL DOCUMENTS	

12.1 (b)(x)	Proof of Authority of the Bidder’s authorized representative/s: a) FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Duly notarized Special Power of Attorney b) FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s. c) IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representative/s.	
12.1 (b)(xi)	Omnibus Sworn Statements using the form prescribed. Annex IV	
	a) Authority of the designated representative	
	b) Non-inclusion of blacklist or under suspension status	
	c) Authenticity of Submitted Documents	
	d) Authority to validate Submitted Documents	
	e) Disclosure of Relations	
	f) Compliance with existing labor laws and standards	
	g) Bidder’s Responsibilities	
	h) Did not pay any form of consideration	
	i) Company Official Contact Reference	
	Compliance with the Schedule of Requirements (Section VI)	
	Compliance with the Technical Specifications (Section VII)	
ENVELOPE B: FINANCIAL DOCUMENTS		
13.1 (a)	Completed and signed Bid Form. Bidder must use, accomplish and submit Bid Form hereto attached Annex 1. The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC of the Lot being bid shall not be accepted.	
	Completed and signed Bid Summary per Annex A1 and Consolidated Bid Detail Form per Annex A2.	
13.1 (b)	If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a Certification from the DTI, SEC or CDA to be enclosed pursuant to the Revised IRR of R.A. 9184.	
NOTE:	In case of inconsistency between the Checklist of Requirements for Bidders and the provisions in the Instruction to Bidders/Bid Data Sheet, the Instruction to Bidders/Bid Data Sheet shall prevail	

