



Republic of the Philippines PHILIPPINE HEALTH INSURANCE CORPORATION PhilHealth Regional Office II Primark Mall, Aguinaldo cor. Rizal Sts., Tuguegarao City, Cagayan

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BIDDING DOCUMENTS

Procurement of Internet Subscription

ITB No. 2025-03-06

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project–Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC –Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

- **PSA** Philippine Statistics Authority.
- **SEC** Securities and Exchange Commission.
- **SLCC** Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





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INVITATION TO BID PROCUREMENT OF INTERNET SUBSCRIPTION

 The PhilHealth Regional Office II, through the CY 2025 Corporate Operating Budget intends to apply the sum of **One Million Twenty Thousand Six Hundred Pesos (Php1,020,600.00)** being the Approved Budget for the Contract (ABC) to payment under the contract for the **Procurement of Internet Subscription** under **Invitation to Bid No. 2025-03-06** with the following details:

Lot	Item No.	Qty	Unit	Item Description	Particulars	Unit Cost	Total Cost
	1	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/ redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	8,100.00	72,900.00
1	2	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, City of Ilagan, Isabela	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	8,100.00	72,900.00

3	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System	8,100.00	72,900.00
			≥99%, high priority, network priority Location: Local Health Insurance Office, Cauayan City, Isabela	Access Point UPS Speed Test		
4	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, Santiago City, Isabela	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	8,100.00	72,900.00
5	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, Solano, Nueva Vizcaya	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	8,100.00	72,900.00
6	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	8,100.00	72,900.00

	-		1				1
				25-60ms, availability ≥99%, high priority, network priority Location: Business Center, Basco Batanes			
7	7	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Business Center, Aparri, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	8,100.00	72,900.00
8	3	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Service Desk, Cabarroguis, Quirino	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	8,100.00	72,900.00
ç	9 9 MONTH		MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (ITMS), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	8,100.00	72,900.00
10	0	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant	Satellite Dish Satellite Router Power Cable LAN Cable	8,100.00	72,900.00

			internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (ITMS), Tuguegarao City, Cagayan	Central Management System Access Point UPS Speed Test		
11	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (FOD), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	8,100.00	72,900.00
12	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (MSD), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	8,100.00	72,900.00
13	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	8,100.00	72,900.00

				TOTAL	1,0	20,600.00
			(HCDMD), Tuguegarao City, Cagayan			
14	9	MONTH	via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	8,100.00	72,900.00
			25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (ORVP), Tuguegarao City, Cagayan Internet Subscription			

Bids received in excess of the ABC per item and total ABC shall be automatically rejected at the Opening of bids.

- 2. The PhilHealth Regional Office II now invites bids for the above Procurement Project. Complete Delivery of the service and Installation at all locations in a contracted lot is required within Thirty (30) calendar days upon receipt of the Notice to Proceed. Bidders should have completed, within Five (5) Years (March 2020 February 2025) from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders)
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from PhilHealth Regional Office II – Secretariat for the Bids and Awards Committee and inspect the Bidding Documents at the address given below during 8:00 AM - 5:00 PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **March 19-April 7, 2025 (8:00 AM – 5:00 PM – during weekdays only)** and on **April 8, 2025 (8:00 AM - 9:30 AM)** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees through email indicated below.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 6. The PhilHealth Regional Office II will hold a Pre-Bid Conference on **March 26, 2025, 10:00 AM** at PhilHealth Regional Office II Conference Room, Primark Mall, Rizal Street Corner Aguinaldo Street, Centro 6, Tuguegarao City and/or through video conferencing or webcasting via Microsoft Teams (MS Teams) which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **April 7**, **2025**, **10:00 AM**. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on **April 7, 2025, 10:01 AM** at PhilHealth Regional Office II Conference Room, Primark Mall, Rizal Street Corner Aguinaldo Street, Centro 6, Tuguegarao City. Bids will be opened in the presence of the bidders' representatives who choose to attend through face to face or video conferencing or webcasting via Microsoft Teams (MS Teams).
- 10. The PhilHealth Regional Office II reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

ELSA D. BINARAO, Head-Secretariat for the Bids and Awards Committee **NESRENE EMY L. BARICAUA**, Member-Secretariat for the Bids and Awards Committee PhilHealth Regional Office II, Primark Mall, Rizal Street Corner Aguinaldo Street, Centro 6, Tuguegarao City E-mail address: philhealthro2adm@gmail.com Website: www.philhealth.gov.ph 12. You may visit the following websites: For downloading of Bidding Documents: *philgeps.gov.ph & philhealth.gov.ph*

> March 19, 2025 Date of Issue

> > ATTY. JOSEPH P. PAUIG BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, PhilHealth Regional Office II wishes to receive Bids for the **Procurement of Internet Subscription** with **Invitation to Bid No. 2025-03-06.**

The Procurement Project (referred to herein as "Project"), is composed of 1 LOT, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below in the total amount of **One Million Twenty Thousand Six Hundred Pesos** (Php1,020,600.00).
- 2.2. The source of funding is CY 2025 Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project (Provision of Internet Connectivity Services via Satellite) the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, PhilHealth Regional Office II, Primark Mall, Rizal Street Corner Aguinaldo Street, Centro 6,

Tuguegarao City and/or through videoconferencing/webcasting via Microsoft Teams (MS Teams) as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **March 2020 to February 2025** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **One Hundred Twenty** (120) calendar days after the Opening of Bids and Ten (10) calendar days from the issuance of Notice of Award, respectively. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

One Project having several items grouped into one lot, which shall be awarded as one contract per lot.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause											
5.3	For this purpose, contracts similar to the Project shall be:										
	a. Provision of Internet Connectivity Services via Satellite										
	b. Completed within March 2020 to February 2025 prior to the deadline for the submission and receipt of bids.										
	• Single Largest Completed Contract (SLCC) that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:										
	For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.										
7.1	Subcontracting is not allowed.										
10.1	The first bid envelope shall contain the technical documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents) .										
	I. TECHNICAL COMPONENT ENVELOPE										
	Class "A" Documents										
	Legal Documents (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;										
	Technical Documents (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started within (March 2020 to February 2025) if any, similar in nature and complexity to the contract to be bid; and										
	(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid within (March 2020 to February 2025), except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and										
	 (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u> 										
	(e) 1. Conformity with the Technical Specifications										

	 Production/delivery schedule Manpower requirements After-sales/parts <u>and</u>
	(f) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
	Financial Documents(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
	Class "B" Documents
	(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
11	The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
	II. FINANCIAL COMPONENT ENVELOPE
	 □ (i) Original of duly signed and accomplished Financial Bid Form; <u>and</u> □ (j) Original of duly signed and accomplished Price Schedule(s).
	Other documentary requirements under RA No. 9184 (as applicable)(k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
	 (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

	 a. The amount of not less than Twenty Thousand Four Hundred Twelve Pesos (<u>Php20,412.00</u>) [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Fifty One Thousand Thirty Pesos (<u>Php51,030.00</u>) [five percent (5%) of ABC] if bid security is in Surety Bond.
15	 Each Bidder shall submit one (1) mother envelope (marked and sealed) which contains Three (3) envelopes, together with the softcopy (PDF) files which will be placed in a USB Flash Drive. The said softcopy will be use during the bid opening which will be flashed or displayed during the said activity for transparency purposes. The bidder shall make sure that the hardcopies submitted are the same with the softcopy. However, hardcopy submitted shall prevail vis-à-vis the softcopy. The bidder may opt to submit one (1) certified true copy (marked as original copy) and two (2) certified true copies, provided that the original copy will be presented during the post-qualification together with softcopy which are to be saved in a USB Flash Drive. The first envelope shall be labeled as "ORIGINAL BID" containing the "ORIGINAL TECHNICAL COMPONENT" AND "ORIGINAL FINANCIAL COMPONENT" envelopes (each envelopes shall be marked and sealed). The second envelope shall be labeled as "COPY NO. 1" containing the "COPY NO. 1 - TECHNICAL COMPONENT" AND "COPY NO. 1 FINANCIAL COMPONENT" envelopes (each envelopes shall be marked and sealed). The third envelope shall be labeled as "COPY NO. 2" containing the "COPY NO. 2 - TECHNICAL COMPONENT" AND "COPY NO. 2 FINANCIAL COMPONENT" envelopes (each envelopes shall be marked and sealed). The third envelope shall be labeled as "COPY NO. 2" containing the "COPY NO. 2 - TECHNICAL COMPONENT" AND "COPY NO. 2 FINANCIAL COMPONENT" envelopes (each envelopes shall be marked and sealed). The labeled envelopes shall contain the following details: Name of the contract to be bid Name and address of the bidder Recipient (PRO II-BAC) and Procuring Entity (PhilHealth Regional Office II) Remarks "Do not open before (Date and time of opening of bids)"
16.1	The address for submission of bids is PhilHealth Regional Office II, Primark Mall, Rizal Street Corner Aguinaldo St, Centro 6, Tuguegarao City. The deadline for submission of bids is April 7, 2025 @ 10:00AM

17	Prima	rk Mall	l, Riza	l Street C	s PhilHealth Regio orner Aguinaldo S ening is April 7, 20	t, Centro 6, 7	Fuguegara	
19.3	19.3 The ABC is One Million Twenty Thousand Six Hundred (Php1,020,600.00). Any bid with a financial component exceeding the following amount shaccepted.							
	Lot	Item No.	Qty	Unit	Item Description	Particulars	Unit Cost	Total Cost
		1	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/ redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Managemen t System Access Point UPS Speed Test	8,100.00	72,900.00
	1	2	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundan t internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, City of Ilagan, Isabela	Satellite Dish Satellite Router Power Cable LAN Cable Central Managemen t System Access Point UPS Speed Test	8,100.00	72,900.00
		3	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundan t internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data,	Satellite Dish Satellite Router Power Cable LAN Cable Central Managemen t System Access Point	8,100.00	72,900.00

			business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, Cauayan City, Isabela	UPS Speed Test		
4	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundan t internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, Santiago City, Isabela	Satellite Dish Satellite Router Power Cable LAN Cable Central Managemen t System Access Point UPS Speed Test	8,100.00	72,900.00
5	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundan t internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, Solano, Nueva Vizcaya	Satellite Dish Satellite Router Power Cable LAN Cable Central Managemen t System Access Point UPS Speed Test	8,100.00	72,900.00
6	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundan t internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location:	Satellite Dish Satellite Router Power Cable LAN Cable Central Managemen t System Access Point UPS Speed Test	8,100.00	72,900.00

		-	D : G :			
7	9	MONTH	Business Center, Basco Batanes Internet Subscription via satellite, for Operational Use, secondary/redundan t internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Business Center, Aparri, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Managemen t System Access Point UPS Speed Test	8,100.00	72,900.00
8	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundan t internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Service Desk, Cabarroguis, Quirino	Satellite Dish Satellite Router Power Cable LAN Cable Central Managemen t System Access Point UPS Speed Test	8,100.00	72,900.00
9	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundan t internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority Location: PhilHealth Regional Office II (ITMS), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Managemen t System Access Point UPS Speed Test	8,100.00	72,900.00
10	9	MONTH	Internet Subscription via satellite, for Operational Use,	Satellite Dish Satellite Router	8,100.00	72,900.00

			t internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority Location: PhilHealth Regional Office II (ITMS), Tuguegarao City, Cagayan Internet Subscription via	LAN Cable Central Managemen t System Access Point UPS Speed Test		
11	9	MONTH	satellite, for Operational Use, secondary/redundan t internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (FOD), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Managemen t System Access Point UPS Speed Test	8,100.00	72,900.00
12	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundan t internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (MSD), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Managemen t System Access Point UPS Speed Test	8,100.00	72,900.00

		13	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundan t internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (ORVP), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Managemen t System Access Point UPS Speed Test	8,100.00	72,900.00			
		14	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundan t internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (HCDMD), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Managemen t System Access Point UPS Speed Test	8,100.00	72,900.00			
					Cagayan	TOTAL	1,0	020,600.00			
	Bids received in excess of the ABC per item and total ABC shall be automatically rejected at the Opening of bids.										
20.2	20.2 Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following:										
	1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);										
	2. Certificate of Good Standing from PhilHealth;										
	3. Certificate of Good Standing from PAG-IBIG;										
	4. Certificate of Good Standing from Social Security System(SSS);										

5. Valid Mayor's Permit, DTI Registration/SEC Registration/CDA Registration, whichever is applicable,
6. Tax Clearance; and
7. The bidder's audited financial statements, showing, among others, the bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the RIRR of RA 9184.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	•The Procuring Entity is PhilHealth Regional Office II, Rizal Street Corner Aguinaldo Street, Centro 6, Tuguegarao City.
	•The Supplier is
	(Note: To be inserted at the time of contract award)
	•The Funding Source is:
	The Government of the Philippines (GOP) through CY 2025 Corporate Operating Budget in the amount of One Million Twenty Thousand Six Hundred Pesos (Php1,020,600.00).
	Special Conditions of the Contract:
	The contracting parties undertake to comply with Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy Revision (1) " which is deemed incorporated into this contract. Specifically stated, "No PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the Public or private sector, at anytime, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest".
	The parties shall maintain strict confidentiality on any information accessed from the PhilHealth database or provided by PhilHealth. This condition shall apply even after the contract ends. The Supplier or any of its representatives shall not disclose any proprietary or confidential information to anyone relating to PhilHealth or to this agreement without prior written consent from PhilHealth.
	Duties and Responsibilities of the Internet Services Provider
	The SP shall submit an updated detailed Work Plan which shall include installation and connectivity design/diagram from the tapping point to the server room and the detailed activities and work schedule, subject for approval of the GPPB-TSO, within five (5) working days from the conduct of the project kick-off meeting.
	Installation and other related costs shall be at the expense of the SP. The SP shall be responsible for the administrative cost of securing all necessary permits, if any, for the installation of the required services.
	Set up internet Connection with 200 Mbps CIR connection bandwidth for both upstream and downstream network traffic flows.

Implementation
The SP shall maintain all provided equipment and connection in proper working condition.
The SP shall provide an escalation list and procedure for reporting of faults and outages.
The SP shall immediately advise GPPB-TSO of any downtime occurrence or if in any case, the internet is rerouted to a backup link within one (1) hour from occurrence.
Delivery and Documents –
Not Applicable
Incidental Services –
Not Applicable
Spare Parts –
Not Applicable
Packaging –
Not Applicable
Transportation –
Not Applicable
Intellectual Property Rights –
Not Applicable
No Advance payment is allowed.
Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.
The inspections and tests that will be conducted are: 1. Inspection will be done during the actual delivery and installation of the items, and 2. Test will be done during the actual delivery and installation of the items.

5	"No further Instructions".
6	"No further Instructions".

Section VI. Schedule of Requirements The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Lot	Qty	Unit	Item Description	Particulars	Delivered, Weeks/Months
1	_	-	Internet Subscription via satellite, for Operational Use, secondary/ redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority (14 Locations as specified in the ITB)	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	Complete the delivery, installation, and configuration within thirtyty (30) calendar days from the receipt of the Notice to Proceed (NTP)

I HEREBY CERTIFY AND COMPLY TO THE SCHEDULE OF DELIVERY.

(Printed Name & Signature of Bidder)

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent*." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un- amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

Lot	Item No.	Qty	Unit	Item Description	Particulars	Statement of Compliance
	1	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/ redundant internet connection, download speed 40-220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25- 60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	
	2	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, City of Ilagan, Isabela	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	
1	3	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, Cauayan City, Isabela	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	
	4	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, Santiago City, Isabela	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	
	5	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Local Health Insurance Office, Solano, Nueva Vizcaya	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	
	6	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Business Center, Basco Batanes	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test	

7	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Business Center, Aparri, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test
8	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: Service Desk, Cabarroguis, Quirino	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test
9	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (ITMS), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test
10	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (ITMS), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test
 11	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (FOD), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test
12	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (MSD), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test

13	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (ORVP), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test
14	9	MONTH	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40- 220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (HCDMD), Tuguegarao City, Cagayan	Satellite Dish Satellite Router Power Cable LAN Cable Central Management System Access Point UPS Speed Test

TERMS AND CONDITIONS	Statement of Compliance
6. PROJECT DURATION	_
6.1 The contract duration comprises delivery days and acceptance, and service delivery and operation.	
6.2 The delivery of the service and acceptance at all locations in a contracted lot must be completed within thirty calendar (30) days upon receipt of the Notice to Proceed	
6.2 Service coverage, meanwhile, shall include Service Level Agreement (SLA) and warranty from the date of installation.	
7. SCOPE OF WORK	
7.1 The Service Provider shall design, supply, deliver, install, and commission a Satellite Internet - Roaming plan per identified location.	
The provisioning shall be dedicated to each identified locations.	
7.1.2 User Acceptance Test Template Bandwidth Requirement- Shall provide a Maximum Information Rate from 40 Mbps to 220 Mbps download and upload from 8 Mbps to 25 Mbps and Committed Information Rate of 200 Mbps download and 20 Mbps upload and latency between 25 to 60 milliseconds of roundtrip on land and 99.5% uptime and availability. This is per identified location.	
7.1.2.1 Technology Type- Shall provide a Low-Earth Orbit Satellite (LEO-Sat) internet connectivity. The service provider shall be responsible for conducting actual testing at the endpoint to ensure that the internet speed meets a minimum requirement of 200 Mbps.	
7.1.3 Access Point (AP) / Router – Shall provide, install, and commission additional one (1) Access Point per identified location with the following minimum specifications:	
Specifications:	

a) IEEE Standard: 802.11b/g/n/ac/ax

b) Environment: Indoor or at least IP65 rating	
c) Wi Fi Client Associations/ Concurrent Users: 100+	
d) Mounting Options: Wall Mount or Ceiling Mount Page	
e) Antenna Type: Built-In Omnidirectional	
f) Power Supply: PoE Adaptor Supported	
g) PoE Mode: 802.3af / 802.3at	
h) Ports: (at least 1) 10/100/1000 Ethernet	
Additional Specificational	
Additional Specifications:	
a) Throughput: at least 200mbps GUI based configuration or template-based configuration options	
b) Supports QoS, Bandwidth Control, or Queues	
d) Intelligent load balancing and link redundancy between multiple ports	
e) Capable of Access Rules and Content Blocking	
c) capable of Access Rules and content blocking	
7.1.4 Quality of Service (QoS) – shall provide policy or standards in network	
optimization. Must be able to provide prioritization of internet traffic between clients	
or applications:	
7.1.4.1 The Service provider shall provide bandwidth management policy such	
as traffic shaping and others.	
7.1.5.2 The Service provider must ensure and maintain monthly, the required	
bandwidth deliverable.	
7.1.4.3 Provisioning of Centralized Management System or Application	
accessible via web and a dedicated dashboard for PhilHealth PRO II ITMS	
access. Must be an enterprise-grade Wi-Fi Management system with the	
following functionalities:	
a) Must be accessible via Web browser, Android, or iOS devices Must	
have intuitive usage traffic graphs.	
b) Must include a dashboard for quick status checking and easier	
visualization of performance and utilization.	
c) Must be scalable up to thousands of devices.	
d) Must have the capability to map out installed devices for efficient	
management and monitoring.	
e) Must have built-in report creation and analytics that can be	
configured to produce detailed reports.	
g) Must be capable of multi-site Management.	
5) must be capable of multi-site management.	
7.2 The Service Provider shall provide necessary hardware, termination, cable, and	
other services required to set up the internet connection per identified location.	
· 1. · · · · · · · · · · · · · · · · · ·	
7.3 The Service Provider is responsible for ensuring that an appropriate equipment	
box/communication box is provided to accommodate all necessary routing equipment	
and other related equipment required for the provision of service. This box should be	
of sufficient size and quality to securely house and protect the equipment from damage	
or theft, and should be compatible with the specific requirements of the service being	
provided. Additionally, the Service Provider must ensure that the equipment box is	
installed in a suitable location that is easily accessible for maintenance and	
troubleshooting purposes.	
minutes.	
7.5 During the Post Qualification process, the lowest/single calculated bidder is	
required to ascertain the availability and justification of the necessary equipment and	
related materials essential for the successful delivery of services. This ensures the bidder's capability to fulfill the project requirements and adhere to the stipulated	
heddow's completely to tratific the musical measurements and adhene to the strugglated	
installed in a suitable location that is easily accessible for maintenance and troubleshooting purposes. 7.4 The Service Provider shall provide an Uninterruptible Power Supply (UPS) in all identified locations that can power up all installed equipment of at least ten (10)	

Notice to Proceed timeline. The Service Provider shall ensure that all equipment be readily replaceable in the event of damage or malfunction.	
7.7 The Service Provider shall be responsible for the coordination and acquisition of additional contact person and details as necessary and processing of any permits and other documentations for the survey and installation. The PhilHealth shall provide reasonable assistance to the Service Provider. The Service Provider shall provide personnel to oversee installation activities of the Service Provider.	
7.8 Dismantling/Pull Out - The Service Provider shall conduct/facilitate the dismantling and pull out of all installed equipment for each accepted location.	
The Service Provider shall perform the pullout or dismantling of equipment in accordance with the instructions provided by the procuring entity. If no specific instructions are received from the procuring entity, the pullout or dismantling shall be carried out within one month after the end of the contract or end of service extension based on computed rebates with a written notice to PhilHealth PRO II prior to dismantling/pull out activity.	
7.9 The Service Provider shall provide all the necessary documentation and/or specification sheet showing that the equipment provided and/or service is compliant with the specifications specified in the Terms of Reference.	
8. ORIENTATION 8.1 The winning bidder must conduct orientation to the ITMS Personnel upon acceptance of the project.	
9. SERVICE LEVEL AGREEMENT (SLA) Support Services:	
a) The service provider must have dedicated personnel monitoring the network.	
b) The Service Provider shall assign a Technical Account Manager to facilitate issue resolution.	
c) The Service Provider shall maintain and ensure the operation of the services provided to PhilHealth PRO II.	
d) The service provider must address every incident encountered promptly and accordingly and shall provide an escalation matrix.	
10. QUALIFICATIONS OF SERVICE PROVIDER	
The SP must have the capacity and ability to provide maintenance services and technical support, physical and online on 24/7 basis.	
The SP must have rendered at least five (5) years contract of internet services to different government agencies and/or private companies with at least satisfactory rating.	
The SP must have no record of delayed service delivery or unsatisfactory rating with any government and/or private entities for the last three (3) years.	
11. DELIVERY PERIOD/SCHEDULE OF REQUIREMENTS The delivery of the service to all locations in a contracted lot must be completed within thirty calendar (30) days upon receipt of the Notice to Proceed	
12. TESTING AND ACCEPTANCE 12.1 PhilHealth PRO II reserves the right to test the internet service.	

	rvice Provider shall conduct testing and acceptan 2.1 This shall be preferably in accordance w		ent of the	
Acc	eptance Documents provided by the Procuring			
	uested. 2.2 The User and Acceptance Test shall be cond	ducted by the	authorized	
	resentatives from both parties (PRO II ITMS and			
12.3	3 Test results such as, but not limited to, iPerf,	speed test or	any similar	
	dwidth measurement tool shall be used as			
	idwidth is compliant with the required delivera uirement for acceptance.	ible and is an	acceptable	
	-			
PAYMENT SC e total contract ar	HEDULE nount shall commence upon completion and acce	eptance of the i	project. The	
vice Provider sh	all be paid on a monthly basis upon complete s but not limited to Statement of Accounts (SOA).			
PRE-TERMIN	ATION OF THE CONTRACT			
	ontract for the Procurement of the Project ma			
	PRO II for any violation of the terms of the com of the contract, the Service Provider shall be			
PhilHealth	PRO II thirty (30) days prior to such pre-termina	ation.		
14.2 The Ph	ilHealth PRO II shall have the right to blacklist th		vider in case	
of pretermin	nation for valid reasons.			
RENEWAL OF	FCONTRACT			
	t subscription shall be renewable in the following	g conditions:		
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15.1 The inte	ernet services provided by the existing Service Pro tisfactory performance and complied with all the contract.	e terms and co		
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Ro 1. 2.	presence of PhilHealth PRO II personnel.	
R o 1. 2.		pletion.
NO	LOCATION	Pass/Fail
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3	of Ilagan, IsabelaInternet Subscription via satellite, for OperationalUse, secondary/redundant internet connection,download speed 40-220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability ≥99%, high priority, networkpriorityLocation: Local Health Insurance Office,	
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	priority Location: Business Center, Basco Batanes		
7	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40-220mbps, upload speed 8-25mbps, unlimited data, business grade, latency 25-60ms, availability \geq 99%, high priority, network priority		
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13	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40-220mbps, upload speed 8- 25mbps, unlimited data, business grade, latency 25- 60ms, availability ≥99%, high priority, network priority Location: PhilHealth Regional Office II (ORVP), Tuguegarao City, Cagayan		
14	Internet Subscription via satellite, for Operational Use, secondary/redundant internet connection, download speed 40-220mbps, upload speed 8- 25mbps, unlimited data, business grade, latency 25-		

Witnessed by: PhilHealth Regional Office II		
IT-Enduser		
Name and Signature		
Position: Date:		

I HEREBY CERTIFY AND COMPLY TO THE TECHNICAL SPECIFICATIONS:

(Printed Name & Signature of Bidder)

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

<u>Technical Documents</u>

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started within **(March 2020 to February 2025)** if any, similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid **within (March 2020 to February 2025)**, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

(d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u>
 Original copy of Notarized Bid Securing Declaration; <u>and</u>

- (e) 1. Conformity with the Technical Specifications
 - 2. Production/delivery schedule
 - 3. Manpower requirements
 - 4. After-sales/parts; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; **or** duly notarized statements from all the

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

I. FINANCIAL COMPONENT ENVELOPE

(i) Original of duly signed and accomplished Financial Bid Form; and
 (j) Original of duly signed and accomplished Price Schedule(s).

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

] (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

(l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

REQUIRED FORMS AND TEMPLATES

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but not yet Started, if any

[Date]

The Chairperson, BAC PhilHealth Regional Office II Primark Mall, Aguinaldo corner Rizal Streets, Tuguegarao City

Dear Sir,

In compliance with the eligibility requirements for the bidding of the <u>(name of Project)</u>, this is to certify that *[name and complete address of Bidder]* has the following on-going government and private contracts. [including contracts awarded but not yet started]:

Tab No.	Name of Contract	Date of Contract	Amount of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Total Contract Value at Award (in Ph₽)	[Estimated] Date of Completion	Value of Outstanding Works, if applicable (in Ph₽)
							(In Pn¥)		(in Pn¥)

Yours sincerely,

[Signature over printed name of Authorized Representative] [Title] [Name of Company]

Statement of Single Largest Completed Contract (SLCC)

[Date]

The Chairperson, BAC PhilHealth Regional Office II Primark Mall, Aguinaldo corner Rizal Streets, Tuguegarao City

Dear Sir,

In compliance with the eligibility requirements for the bidding of the <u>(Project Name)</u>, this is to certify that *[name and complete address of Bidder]* has the following completed government and private contracts:

Tab No.	Name of Completed Contract	Date of Contract	Contract Duration	Amount of Contract	Owner's Name and Address	Definition or Description of the Similar project or major categories of work	Date of Completion	Supporting Documents submitted (End- User's Acceptance or Official Receipt(s) or Sales Invoice

Yours sincerely,

[Signature over printed name of Authorized Representative] [Title] [Name of Company]

Note: This statement shall be supported by the <u>end-user's acceptance</u> or <u>Official Receipt(s)</u> or <u>Sales Invoice</u>. These supporting documents shall be numbered and tabbed in the same sequence as the list of contracts appears in this statement.

REPUBLIC OF THE PHILIPPINES) CITY OF _____

) S.S.

BID SECURING DECLARATION Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

<u>[Jurat]</u>

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

[*If a sole proprietorship:*] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[*If a partnership, corporation, cooperative, or joint venture:*] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[*If a sole proprietorship:*] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[*If a partnership, corporation, cooperative, or joint venture:*] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or

the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. <u>In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.</u>

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity] AffianT

[Format shall be based on the latest Rules on Notarial Practice

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Project Identification No. : _____

Date:

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

Name and address Amount and Purpose of Of agent Currency Commission or gratuity

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No.____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Descriptio n	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIPnamed place (specify border point or place of destination)	Total CIForCI Pprice per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit priceDelivere d Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity:

Signature:

Duly authorized to sign the Bid for and behalf of:

Price Schedule for Goods Offered from Within the

Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

Name of Bidder			Project ID No			Pageof			
1	2	3	4	5	6	7	8	9	10
Ite m	Descriptio n	Country of origin	Quantity	Unit price EXWp er item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+ 8)	Total Price delivered Final Destination (col 9) x (col 4)

For Goods Offered from Within the Philippines

Name:

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

