



Republic of the Philippines
Department of Transportation
MARITIME INDUSTRY AUTHORITY



ACQUISITION OF SERVICES FOR PRIMARY INTERNET CONNECTIVITY AT MARINA-CENTRAL OFFICE

COMPETITIVE BIDDING NO. 2022-06-346

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INVITATION TO BID FOR THE ACQUISITION OF SERVICES FOR PRIMARY INTERNET CONNECTIVITY AT MARINA-CENTRAL OFFICE

1. The MARITIME INDUSTRY AUTHORITY (MARINA), through the 2022 General Appropriations Act (GAA), intends to apply the sum of One Million Four Hundred Seventy-Eight Thousand and Six Hundred Sixty-Five Pesos (P1,478,665.00), inclusive of all government taxes, other fees and charges being the Approved Budget for the Contract (ABC) to payments under the contract for Acquisition of Services for Primary Internet Connectivity at MARINA-Central Office. The ABC is the total budget allocated for the duration of the contract which is six (6) months with option to renew, provided the Services rendered are of acceptable quality and cost-beneficial to MARINA, as per Guidelines and Policy of the Government Procurement Policy Board (GPPB) for the Procurement of Water, Electricity, Telecommunications and Internet Service Providers (WETI). Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. MARINA now invites bids for the said Project. Contract shall commence from the approval of Contract of Agreement and receipt of Notice to Proceed.
3. Bidding will be conducted through open competitive bidding procedures using a non- discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from MARINA and inspect the Bidding Documents at the 10th Floor BAC Office MARINA Building, Bonifacio Drive corner 20th Street, Port Area (South), Manila from 8:00AM to 4:00PM Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders at the 10th Floor MARINA Building, Bonifacio Drive corner 20th Street, Port Area (South), Manila and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 5,000.00**.
6. MARINA will hold a Pre-Bid Conference on **20 September 2022** at the MARINA Board Room, 3rd Floor MARINA Building, Bonifacio Drive corner 20th Street, Port Area (South), Manila which shall be open to all prospective bidders but shall be limited to only one (1) representative, per bidder, in observance of social distancing.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated on or before **03 October 2022, 12:00PM**. All Bids must be accompanied by a bid security

in any of the acceptable forms and in the amount stated in **ITB Clause 14. Late bids shall not be accepted.**

- Participating bidders are requested to sign over the sealed flap of the envelopes. As precautionary measure, participating bidders are strongly advised to wrap/enclose their respective bidding documents with plastic, preferably clear, to facilitate disinfection/sanitation and quick evaluation on the proper sealing and marking of bid envelopes.
- Bidders are advised to submit their documents at least thirty (30) minutes before the scheduled deadline of submission to allow time for possible queuing due to conduct of thermal scanning, and for sanitation of the bid envelope(s) and transit of the documents to the designated bidding room.

8. All Bid submission and opening shall be strictly observed based on the schedule below:

ACTIVITIES	DATE/TIME	VENUE
1. Posting of Bid Documents	12 September 2022 to 19 September 2022	PhilGEPS website, MARINA website
2. Sale and Issuance of Bid Documents	12 September 2022 to 03 October 2022 9:00 A.M. to 3:00 P.M. Except on 03 October 2022 which will be until 11:59 A.M. only	MARINA Building, Port Area, Manila
3. Pre-bid Conference	20 September 2022 1:00 P.M.	MARINA Building, Port Area, Manila
4. Receipt of Requests for Interpretation from the Bidders	20 September 2022 to 22 September 2022	Via email: bacsec@marina.gov.ph
5. Issuance/Posting of Supplemental/Bid Bulletin, if any	20 September 2022 to 26 September 2022	PhilGEPS website, MARINA website, MARINA Building, Port Area, Manila
6. Deadline of Submission of Bids	03 October 2022 11:59 A.M.	MARINA Building, Port Area, Manila
7. Opening of Bid Documents	Opening of Bids: 03 October 2022 1:00 P.M.	MARINA Building, Port Area, Manila

9. Bid opening shall be on **03 October 2022** at **01:00PM**, MARINA Building, Port Area, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. An invitation shall be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.

10. MARINA 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, you can contact the BAC Secretariat through email address bacsec@marina.gov.ph from 8:00 A.M. to 4:00 P.M., Monday to Friday.
12. You may visit the following websites for downloading of Bidding Documents:
<https://marina.gov.ph/invitation-to-bid-3/>

Sgd.

ARSENIO F. LINGAD II

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

- 1.1. The Procuring Entity, **Maritime Industry Authority**, wishes to receive Bids for the **Acquisition of Services for Primary Internet Connectivity at MARINA-Central Office**, with Purchase Request Number 2022-06-346.
- 1.2. The Procurement Project (referred to herein as “Project”) is composed of **one 1 lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for FY 2022 in the amount of **One Million Four Hundred Seventy-Eight Thousand and Six Hundred Sixty-Five Pesos (P1,478,665.00)**.
- 2.2. The source of funding is:

- a. **NGA, the General Appropriations Act**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- a. 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;
 - b. 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;
 - c. When the Goods sought to be procured are not available from local suppliers; or
 - d. 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 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 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 **20 September 2022** which shall be open to all prospective bidders but shall be limited to only one (1) representative, per bidder, in observance of social distancing.

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 the last three (3) years.
- 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.

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
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.
- 14.2. The Bid and bid security shall be valid one hundred twenty (120) calendar days from the date of the opening of bids or until **10 January 2023**. 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

- 15.1. Each Bidder shall submit one copy of the first and second components of its Bid.
- 15.2. 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.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time (03 October 2022, 11:59 a.m.) as indicated in paragraph 8 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows: One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

20.1. 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

ITB Clause	
1.1	<p>The Procuring Entity is MARITIME INDUSTRY AUTHORITY-Central Office</p> <p>The Bid Reference No. is: 2022-06-346</p> <p>The name of the Project is: Acquisition of Services for Primary Internet Connectivity at MARINA-Central Office.</p>
2.1	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the 2022 General Appropriations Act (GAA) in the total amount of One Million Four Hundred Seventy-Eight Thousand and Six Hundred Sixty-Five Pesos (P1,478,665.00)</p>
5.3.a	<p>The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC within the last three (3) years.</p> <p>For this purpose, similar contracts shall refer to the minimum bandwidth service specified in this project.</p>
7.1.a	Subcontracting is not allowed.
8	The Maritime Industry Authority will hold a Pre-Bid Conference for this project on 20 September 2022, 1:00 P.M. at the MARINA Building, Bonifacio Drive corner 20th Street, Port Area, Manila.
10.1	<p>The Bidder shall submit the following Eligibility and Technical Documents, arranged, numbered or tabbed as enumerated below:</p> <p>CLASS A DOCUMENTS:</p> <p>Copy of the following Legal Documents (Eligibility Documents):</p> <ul style="list-style-type: none"> a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <i>or</i> b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, <i>and</i> c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; <i>and</i> d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
10.1	Technical Documents:

	<p>1. Statement of prospective bidder of all its ongoing government and private contracts within the last three (3) years, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and</p> <p>2. Statement identifying the bidder’s single largest completed contract (SLCC) similar to the contract to be bid within the last three (3) years from the date of submission and receipt of bids equivalent to at least fifty percent 50% of the ABC.</p> <p>SLCC shall be supported by the Following:</p> <ul style="list-style-type: none"> a. Contract/Memorandum of Agreement; and b. Certificate of end-user acceptance (EUA) or Official Receipt (OR)/Collection Receipt covering the full amount of the contract. <p>Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.</p> <p>3. Certificate of Net Financial Contracting Capacity</p> <p>4. Omnibus Sworn Statement</p>
11.1	The Bidder shall submit the complete and signed Financial Bid Form inclusive of VAT and other applicable taxes. The amount should not exceed the ABC.
13.2	Payment of the contract price shall be made in Philippine Peso.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> b. The amount of not less than <p style="text-align: center;">Twenty-nine Thousand Five Hundred Seventy-Three (29,573.3) as 2% of the ABC</p> <p>if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> c. The amount of not less than <p style="text-align: center;">Seventy-Three Thousand Nine Hundred Thirty-Three Pesos and Twenty-Five Centavos (P73,933.25) as 5% of the ABC</p> <p>if bid security is in Surety Bond.</p>
14.2	Bids will be valid for 120 calendar days from date of bid opening.
15	<p>Each Bidder shall submit the following in <i>one (1)</i> big envelope duly labeled as follows:</p> <ul style="list-style-type: none"> a) Be addressed to the Procuring Entity’s BAC b) Bear the name and address of the Bidder in CAPITAL LETTERS c) Bear the Name and Bid Ref. No. of the Project d) Contain the name of the project to be bid in CAPITAL LETTERS Bear the warning “DO NOT OPEN BEFORE” The date and

	<div style="border: 1px solid black; padding: 10px; margin-bottom: 10px;"> <p>TO : THE BIDS AND AWARDS COMMITTEE MARITIME INDUSTRY AUTHORITY</p> <p>FROM : _____ (Name of Bidder in Capital Letters)</p> <p>ADDRESS : _____ (Address of Bidder in Capital Letters)</p> <p>PROJECT : _____ BID REF: _____ (In capital letters, indicate the phrase)</p> <p style="text-align: center;">“DO NOT OPEN BEFORE _____” (time for the opening of bids)</p> </div> <p>Inside the one (1) big sealed envelope shall contain two (2) sets of sealed envelopes:</p> <ol style="list-style-type: none"> 1. First envelope must contain one original and two copies of eligibility and technical documents duly marked as “original”, “copy 1”, “copy 2”. 2. Second envelope must contain one original and two copies of Financial Bid Form duly marked as “original”, “copy 1”, and “copy 2”.
16.1	<p>The address for submission of bids is</p> <p style="text-align: center;">MARINA BAC Secretariat 10th Floor, MARINA Building, Bonifacio Drive corner 20th Street, Port Area, Manila</p> <p>The deadline for submission of bids is on <u>03 October 2022, 12:00 PM.</u></p>
17.1	<p>The place of bid opening is</p> <p style="text-align: center;">MARINA Board Room, 3rd Floor MARINA Building Bonifacio Drive corner 20th Street, Port Area, Manila</p> <p>The date and time of opening is on: <u>03 October 2022, 01:00 PM.</u></p>

Section IV. General Conditions of the Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section 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

GCC Clause	
1	<p>Scope of Contract</p> <p>Delivery and Documents:</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered MARINA Building, Port Area, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p>Ms. Mellanie T. Balin <i>Procurement Division</i> MFAS</p>
2.2	<p>Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. The start of the billing period shall commence upon the issuance of acceptance certificate issued by Technical Inspection and Acceptance Committee for IT (TIAC-IT).</p>
4	<p>Inspection and Tests</p> <p>The inspections and tests that will be conducted is:</p> <ul style="list-style-type: none"> • Inspection on compliance with the requirements of the Bidding Documents including the Technical Specifications and Schedule of Requirements

Section VI. Schedule of Requirements

Complete the delivery, installation, configuration, commissioning and testing within 15 calendar days from the receipt of the Notice to Proceed (NTP). Any extension shall be requested in writing to MARINA-BAC.

Description	Activities / Deliverables	Statement of Compliance
Pre-Installation	Provide detailed work plan with timeline specifying installation design, detailed activities, network diagram showing connectivity from end users Network Terminal Cabinet MARINA – Central Office up to the last mile subject to the approval of General Services Division (GSD).	
Actual Installation	<ol style="list-style-type: none"> 1. Set-up Internet Connection with the Committed Information Rate (CIR1:1) of 400 Mbps for MARINA – Central Office both upstream and downstream network traffic flows at MARINA Central Office Server Room (5th floor) facility. 2. Provide and install a CPE devices (CSU/DSU and Router) at both ends of the Internet connections. 3. Provide internet connectivity directly to end user’s data network terminal facility, including materials needed for the purpose. This provision for the installation of lighting protection system and cables/insulations using industry standards and materials. 4. Complete the delivery, installation, configuration, commissioning and testing within 15 calendar days from the receipt of the Notice to Proceed (NTP). Any extension shall be requested in writing to MARINA-BAC. 	
Configuration	<ol style="list-style-type: none"> 1. Configure CPE for dedicated direct internet speed connection. 2. Assign at least 20 usable hosts public Internet Protocol (IP) address to the MARINA - Central Office. 3. Configure backup router, if any. 4. Provide DNS reverse lookup for entries with the assigned classless network. 	

	<p>5. Provide reliable Forwarding and Secondary DNS.</p> <p>6. Provide/install MRTG monitoring tool with full network administration access for monthly usage report graphs, link quality and bandwidth utilization to Desktop PC which will be provided by MARINA at its Server Room facility.</p>	
<p>Testing Period</p>	<p>1. The selected ISP shall notify the MARINA in writing seven (7) days prior to the required inspection/testing of the internet service connection.</p> <p>2. The acceptance test procedure shall be in accordance with the following:</p> <ul style="list-style-type: none"> a. The acceptance testing will be undertaken for a period of seven (7) days. b. Direct internet leased line / will have no service interruption during the agreed test period. c. The guaranteed Internet bandwidth with its defined CIR at MARINA – Central Office should be attained during working hours (6:00 AM to 9:00PM). d. Average latency should not exceed more than 80 milliseconds average round trip from subscriber to ISP port and not more than 200 milliseconds average round trip from ISP to its international port. e. MRTG should be in place and operational. f. Assignment of at least 20 usable public IP Addresses g. Provider must conduct a Bit Error Rate (BER) test or equivalent during the testing period to eliminate Cyclic Redundancy Check (CRC) errors. <p>If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all of these conditions have been duly satisfied continuously for a specified period.</p> <p>The start of contractors billing shall be based on the date of issuance of “Certificate of Acceptance”</p>	

	<p>During the testing period, the contractor shall not be held liable for performance degradation / interruption that are beyond its control such as power outages, fluctuations or failure or malfunction of MARINAs own equipment, and/or international/regional wide backbone problem.</p> <p>3. The MARINA shall issue immediately the Certificate of Inspection and Acceptance to the Service Provider upon successful completion of the test procedures.</p>	
<p>Implementation</p>	<ol style="list-style-type: none"> 1. Shall maintain all equipment in proper working order. 2. Provide an escalation list and procedure in reporting fault and outages. 3. Providers must notify MARINA prior to any downtime occurrence or if any case the internet rerouted to a backup link. 4. Providers must have standby equipment to replace immediately the existing equipment once found defective. 	

Bidders must state in the statement of compliance either “Comply” or “Not Comply” against each of the individual parameters of each Specification.

Name of Company in Print

Signature Printed Name of Authorized Representative

Date

Section VII. Technical Specifications

Item	Specifications	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.</i></p> <p><i>Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Bidders must state in the statement of compliance either “Comply” or “Not Comply” against each of the individual parameters of each Specification.

Name of Company in Print

Signature Printed Name of Authorized Representative

Date

I. GENERAL GUIDELINES FOR EVALUATION AND SELECTION OF PROPOSAL

A. Commercial Availability of the Service

The ISP's proposed system solution must be commercially available at MARINA – Central Office with location/address:

No	Office/Unit	Min BW Required	Graphical Coordinates (Latitude / Longitude)		Physical Address
1	Maritime Industry Authority	400 Mbps	27.2046° N	77.4977° E	MARINA Building, Bonifacio Drive cor. 20th Street, Port Area, Manila

B. ISP Qualification Requirements

It is important that the ISP of the proposed system solution have sufficient experience and resources required to support the Marina's current and future communications needs. The ISP must provide the following information:

- a. Brief overview of the company, including products and services offered, as well as a summary of company history describing how long they have been providing telecommunications solution and briefly discuss the experience to configure, install and support the proposed telecommunications solution.
- b. Briefly describe local and remote technical support facilities in system administration, monitoring, operations, repair and maintenance, including the number of support personnel and training and dispatch methods and technician support tools.
- c. Expertise and experience in Internet services provisioning - Must be a Telecommunication or Internet Service Provider Company, have the expertise and at least 5 years of experience in internet service provisioning.
- d. Must be a Tier 1 ISP company that has its own core data network running over its own nationwide domestic fiber optic backbone network and has its own and operate at least 3 internet gateway/cable landing stations.
- e. Must have the capacity and ability to provide maintenance services and technical support.
- f. ISP must have at least 90% existing fiber optic connection from their central terminal switch to MARINA - Central Office.
- g. Should submit copies of Client Satisfactory Certificates from at least three (3) clients each for the last three (3) years for similar contracts. Similar contract refers to the minimum bandwidth service specified in this project.

C. Technical Requirement (for the Bidder)

1. The bidder shall submit a certification/document supporting that the company is a Tier 1 ISP and

uses at least 3 internet gateway/cable landing station(s) being exclusively owned and operated. (To be submitted during the bid opening)

2. Shall submit undertaking that the company has the capability and ability to provide maintenance service during the period of subscription, shall provide technical personnel to service the communication link and equipment, shall provide Help Desk (on-call and on-site support) 24x7 including holidays, provide technician and service units in case of pull-out within 24 hours after a problem has been reported for sites within Metro Manila and its resolution time without additional cost to MARINA. (To be submitted during the bid opening)
3. Shall submit Certificate of Employment with respective valid professional certificates of at least 2 Cisco Certified Network Associates. (To be submitted during the bid opening)
4. Shall submit network layout labeled as EE Plan 1-1 showing connectivity from end user's data terminal facility up to the last mile duly signed by Licensed Electronics Engineer (EE) with his/her valid PRC ID. (To be submitted during the Post-Qualification)
5. Shall provide detailed work plan specifying installation design, detailed activities and timelines must be duly signed and sealed with Licensed Electronics Engineer (EE) with his/her valid PRC ID. (To be submitted during the Post-Qualification)
6. Shall submit an undertaking to have complied with Technical Requirements/Evaluation Parameters specified in this TOR. (To submit an affidavit of undertaking during the bid opening)

II. TECHNICAL REQUIREMENTS

1. PERFORMANCE PARAMETERS

The network must be in mesh configuration to ensure the seamless high quality of connectivity.

Should have a Committed Information Rate of 1:1 unlimited internet connection to/from MARINA with at least 99.5% uptime service availability and both download and upload stream is the same as specified at all times.

The internet connection must be a dedicated telecommunication link from the ISP to MARINA with following Quality of Service (QoS) parameters:

Parameters	Minimum QoS
1. Bandwidth Utilization/ Throughput	<ul style="list-style-type: none"> ● 95% link(s) / route bandwidth utilization during peak hours (TCBH). If on any link(s)/route bandwidth utilization exceeds 90%, then the network is considered to be congested.
2. Broadband Connection Speed	<ul style="list-style-type: none"> ● At least 80% (non-dedicated) and 95% (dedicated lines) speed of connection (up/down stream) from ISPs server to the subscriber shall be achieved fulltime (24/7).
3. Network Latency	<ul style="list-style-type: none"> ● The round-trip delay for traffic within the local broadband network from end-user to ISP/IX should be less than 150 ms for 95% peak time

4. Service Availability	<ul style="list-style-type: none"> • Greater than 99% of the time, network shall be available to the subscribers per month.
-------------------------	--------------------------------------------------------------------------------------------------------------------------------------------

All static IP addresses for MARINA – Central Office must be provided with primary and alternate IP address as well as all Domain Name (DNS) of the ISP. All significant settings and configurations of all devices such as CPEs (modems, routers, network adaptor, network access gateways, and the like) must be provided by the ISP to MARINA including settings and configurations for back-up devices.

ISP must submit a detailed work plan specifying installation design, detailed activities with timeline, connectivity diagram from end user premise up to the last mile in order to determine compatibility with the existing systems and/or building electrical power requirements.

Install last mile cabling and termination block/box with lightning protection unit outside and within MARINA – Central Office and premises necessary in establishing connectivity between ISPs network and the Network Terminal of the MARINA – Central Office without extra cost to the MARINA.

Provide 24/7 basis hotline technical support assistance in troubleshooting issues affecting the internet connection.

Provide 24/7 monitoring tool available online that would show historical and real-time performance of the Internet service (MRTG).

2. TECHNICAL REQUIREMENTS AND EVALUATION PARAMETERS

Direct Internet Connection Parameter	Evaluation Parameter
Setup dedicated direct internet connection with a minimum 400 Mbps at MARINA – Central Office	At least CIR full bandwidth (1:1) 400 Mbps for MARINA – Central Office.
Provide and install CPE and Router at both ends of the internet connection	Configure Channel Service Unit (CSU)/Data Service Unit (DSU) Modem/Router
Configure backup router in case of breakdown	Configure back-up (stand-by) router
Assign Public Internet Protocol (IP) Addresses to MARINA – Central Office	At least 20 usable public IP Addresses
Provide Domain Name Server (DNS) reverse lookup for entries with the assigned classless network	Reliable DNS reverse-look up
Provide reliable forwarding and secondary DNS	Reliable Forward and Secondary DNS
Provide the termination block/box from end-user to last mile connection	Install termination block/box with lightning protection unit for MARINA – Central Office
Availability and Quality of Connection	Not less than 99.5% link uptime per month

Latency (Delay)	Not more than 80 milliseconds average round trip from end-user to ISP port Not more than 200 milliseconds average round trip from ISP to outside or international ISP port.
Packet Loss	Must be within 0 to 1%
Jitter	Must be lower than 80 milliseconds
Measured Network Quality	Grade equivalent to A
Provide available single point of contact for customer support for MARINA	Provide account manager/officer as a single point of contact for local customer support
Install monitoring tool for access/usage report of monthly utilization graphs (MRTG) to desktop computer to provided by MARINA	24/7 operational desktop computer with MRTG at MARINA-Central Office Server Room facility with full network administration access
Provide proactive notice of scheduled downtimes or service interruption	Not less than 7 days
ISP shall notify MARINA in writing prior to the required inspection/ testing of internet service connection	Must be received seven (7) days prior to testing
Render customer service support	24 hours x 7 days
Provide “Performance Credit” or rebate in the Service Level Agreement (SLA)	Performance Credit
Provide detailed work plan	Detailed work plan timeline

III. SCOPE OF WORK

The project covers the delivery, installation, testing, maintenance, documentation and support of Wide Area Network (WAN) Services – Internet Connectivity for a period of six months (Primary internet connectivity at MARINA – Central Office) It involves the following:

1. Engagement of Primary ISP from MARINA-Central Office Server Room facility.
2. Integration of the proposed internet connections to existing MARINA-Central Office network infrastructure. The winning ISP bidder/s shall provide necessary hardware, terminations and other services required to setup the internet connection.
3. Provision of diagnostic reports and updates in case of connection failure.
4. Provision of monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization to be installed at agency’s provided PC at MARINA – Central server room.
5. Delivery of an IPV6 ready and/or compliant connection.
6. Provision of 24/7 support service.

7. Entering into a Service Level Agreement which defined parameters of rebates for non-performance and other conditions set in this TOR.
8. In case the MARINA transfers to a new location, the Provider must transfer the connection to its new location at no additional cost to MARINA.

IV. DUTIES AND RESPONSIBILITIES OF THE ISP

a. Pre-Installation

Provide detailed work plan with timeline specifying installation design, detailed activities, network diagram showing connectivity from end users Network Terminal Cabinet MARINA – Central Office up to the last mile subject to the approval of General Services Division (GSD).

b. Actual Installation

1. Set-up Internet Connection with the Committed Information Rate (CIR1:1) of 400 Mbps for MARINA – Central Office both upstream and downstream network traffic flows at MARINA Central Office Server Room (5th floor) facility.
2. Provide and install a CPE devices (CSU/DSU and Router) at both ends of the Internet connections.
3. Provide internet connectivity directly to end user's data network terminal facility, including materials needed for the purpose. This provision for the installation of lightning protection system and cables/insulations using industry standards and materials.
4. Complete the delivery, installation, configuration, commissioning and testing within 15 calendar days from the receipt of the Notice to Proceed (NTP). Any extension shall be requested in writing to MARINA-BAC.

c. Configuration

1. Configure CPE for dedicated direct internet speed connection.
2. Assign at least 20 usable hosts public Internet Protocol (IP) address to the MARINA - Central Office.
3. Configure backup router, if any.
4. Provide DNS reverse lookup for entries with the assigned classless network.
5. Provide reliable Forwarding and Secondary DNS.
6. Provide/install MRTG monitoring tool with full network administration access for monthly usage report graphs, link quality and bandwidth utilization to Desktop PC which will be provided by MARINA at its Server Room facility.

d. Testing Period

1. The selected ISP shall notify the MARINA in writing seven (7) days prior to the required inspection/testing of the internet service connection.
2. The acceptance test procedure shall be in accordance with the following:

- a. The acceptance testing will be undertaken for a period of seven (7) days.
- b. Direct internet leased line / will have no service interruption during the agreed test period.
- c. The guaranteed Internet bandwidth with its defined CIR at MARINA – Central Office should be attained during working hours (6:00 AM to 9:00PM).
- d. Average latency should not exceed more than 80 milliseconds average round trip from subscriber to ISP port and not more than 200 milliseconds average round trip from ISP to its international port.
- e. MRTG should be in place and operational.
- f. Assignment of at least 20 usable public IP Addresses
- g. Provider must conduct a Bit Error Rate (BER) test or equivalent during the testing period to eliminate Cyclic Redundancy Check (CRC) errors.

If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all of these conditions have been duly satisfied continuously for a specified period.

The start of contractors billing shall be based on the date of issuance of “Certificate of Acceptance”

During the testing period, the contractor shall not be held liable for performance degradation / interruption that are beyond its control such as power outages, fluctuations or failure or malfunction of MARINA's own equipment, and/or international/regional wide backbone problem.

3. The MARINA shall issue immediately the Certificate of Inspection and Acceptance to the Service Provider upon successful completion of the test procedures.

e. Implementation

1. Shall maintain all equipment in proper working order.
2. Provide an escalation list and procedure in reporting fault and outages.
3. Providers must notify MARINA prior to any downtime occurrence or if any case the internet rerouted to a backup link.
4. Providers must have standby equipment to replace immediately the existing equipment once found defective.

f. Rebates

1. Provide industry standard Service Level Agreement (SLA) which shall carry a corresponding “Performance Credit” or rebate in favor of MARINA should any of the committed parameters mentioned below is not met.
2. The ISP provider should be able to render the following services:
 - a. Availability – Provide 99.5% link uptime per month

- b. Latency
 - i. Provide not more than 80 milliseconds average round trip latency from subscriber to ISP provider port; and
 - ii. Provide not more than 200 milliseconds average roundtrip latency from local ISP to International provider port.
 - c. Customer Service Support – renders 24/7 service support as follows:
 - i. 30 minutes for emergency tickets for the following categories:
 - a. Link connection is down
 - b. Packet loss, variation in latency
 - c. Routing issue
 - ii. Two (2) hours response time for technical problem that requires on-site services. For problem reported after 5:00 PM, services shall be rendered 8:00AM of the following day
3. Rebate schedule for downtime connection interruption/outage – If the interruption is attributed to ISP, as acknowledge by the ISPs Fault Management Center, the ISP shall voluntarily make the appropriate “Performance Credit” or rebate to the MARINA without the need to report or claim on the outage. The credit allowance / rebate shall be applied to the next billing month.

Following are the allowable Credit for Interruptions to service.

- 1. Interruption of 24 hours or less

Length of Interruption	Credit
Less than 30 minutes (<30 minutes)	None
30 – 179 minutes (30 minutes to 2.9833 hrs)	3/10 day or 0.3 day
180 – 359 minutes (3 hrs to 5.9833 hrs)	3/5 day or 0.6 day
360 – 539 minutes (6 hrs to 8.9933 hrs)	1 1/5 days or 1.2 days
540 – 718 minutes (9 hrs to 11.9833 hrs)	1 4/5 days or 1.8 days
720 – 899 minutes (12 hrs to 14.9833 hrs)	2 2/5 days or 2.4 days
900 – 1440 minutes (15 hrs to 24 hrs)	

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

g. Maintenance

- 1. Provide a single point of contact for customer support of network connectivity and internet access;
- 2. Shall respond to request for maintenance at no cost to MARINA;
- 3. Provide not less than 7 days proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any; subject to the approval of MARINA and
- 4. Submit month access/usage reports to attest compliance to the SLA.

V. BILL OF QUANTITIES

ITEM/PARTICULAR	QUANTITIES
a. 400 Mbps CIR 1:1 Internet connection for MARINA– Central Office; IPV6ready	1 lot
b. Usable Static Public IP for MARINA	20 static public IPs
c. Cabling/wiring and connectors	1 lot
d. Termination Box with lightning protection system	1 lot

VI. OTHER REQUIREMENTS

1. ISPs shall provide 1 unit of CPE (modem or its equivalent) to be installed/configured at MARINA – Central Office.
2. ISPs shall provide 1 unit of Router (VPN ready or its equivalent) to be installed/configured at MARINA – Central Office.
3. ISPs shall install MRTG tool and operational for monitoring of link quality and BW utilization to MARINA Desktop computer.
4. ISPs shall be responsible for the transfer/relocation of internet connectivity, without cost to MARINA in any case the server room or network termination is transferred to its new location.
5. Support response time shall not be more than 30 minutes for emergency tickets for following categories, such as, Link Connection, Packet Loss, Variation of Latency and Routing Issue downtimes.
6. Support response time shall not be more than (2) hours for technical problem that requires on-site services upon receipt of the report.
7. Rebate schedules for downtime connection interruption/outage. If the interruption is attributed to ISP and acknowledge by the ISP fault management center, the ISP shall voluntarily make the appropriate “Performance Credit” or rebate which shall be applied to the next billing month without the need to report or claim application on the failure.

Section VIII. Checklist of Technical and Financial Documents & Bid Forms

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (**Platinum Membership**) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (a) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; ***and***
- (b) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; ***and***
- (c) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; ***and***
- (d) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; ***and***
- (e) 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.

MARINA Requirements

- a. The bidder shall submit a certification/document supporting that the company is a Tier 1 ISP and uses at least 3 internet gateway/cable landing station(s) being exclusively owned and operated. (To be submitted during the bid opening)
- b. Shall submit undertaking that the company has the capability and ability to provide maintenance service during the period of subscription, shall provide technical personnel to service the communication link and equipment, shall provide Help Desk (on-call and on-site support) 24x7 including holidays, provide technician and service units in case of pull-out within 24 hours after a problem has been reported for sites within Metro Manila and its resolution time without additional cost to MARINA. (To submit an affidavit of undertaking during the bid opening)
- c. Shall submit Certificate of Employment with respective valid professional certificates of at least 2 Cisco Certified Network Associates. (To be submitted during the bid opening)
- d. Shall submit an undertaking to have complied with Technical Requirements/Evaluation Parameters specified in this TOR. (To submit an affidavit of undertaking during the bid opening)
- e. The bidder must provide a certification under oath that it has no pending case(s) against the government.

Financial Documents

- a) The Bidder's audited financial statements, showing, among others, the Supplier'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; **and**
- b) 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

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

II. FINANCIAL COMPONENT ENVELOPE

- i. (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ii. (b) Original of duly signed and accomplished Price Schedule(s).

ANNEXES

Note: All required forms annexed herein must be submitted. If not applicable, the same must be duly marked.

COMPANY LETTERHEAD

Statement of Ongoing Government and Private Contracts**ACQUISITION OF SERVICES FOR PRIMARY INTERNET CONNECTIVITY AT MARINA-CENTRAL OFFICE**

Statement of all its ongoing government and or private contracts within the last three (3) years, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the Contract to be bid.

Name of client	Name of Contract	Date and status of contract	Kinds of Goods	Amount of contract	Value of outstanding contracts	Date of Delivery	Purchase order Number/s or Date of Contract/s
Total value of outstanding contract:							

CERTIFIED CORRECT:

Name and Signature of Authorized Representative
Position
Date

COMPANY LETTERHEAD

Statement of Single Largest Completed Contract (SLCC)

ACQUISITION OF SERVICES FOR PRIMARY INTERNET CONNECTIVITY AT MARINA-CENTRAL OFFICE

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

Name of client	Name of Contract	Date of contract	Kinds of Goods	Value of contract	Date of completion	Contract Memorandum of Agreement; and Certificate of End-user's Acceptance (EUA) or Official Receipt (OR)/ Collection Receipt covering the full amount of contract (copies attached)

CERTIFIED CORRECT:

Name and Signature of Authorized Representative
Position
Date

COMPANY LETTERHEAD

ACQUISITION OF SERVICES FOR PRIMARY INTERNET CONNECTIVITY AT MARINA-CENTRAL OFFICE

Certificate of Net Financial Contracting Capacity

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

This is to certify that our Net Financial Contracting Capacity (NFCC) is _____(P_____) which is at least equal to the ABC to be bid. The amount is computed as follows: (Please show computation of NFCC)

$$NFCC = [(CA-CL) (15)] - C$$

Where:

CA = Current Assets

CL = Current Liabilities

C = Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NOTE:

The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR (Sec. 23.4.1.4.), Revised IRR of RA 9184.

Issued this _____ day of _____, 20_____

Name & Signature of Authorized Representative

Position

Date

ACQUISITION OF SERVICES FOR PRIMARY INTERNET CONNECTIVITY AT MARINA-CENTRAL OFFICE

Joint Venture Agreement*

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

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

-and-

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

-and-

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

For submission to the **Bids and Awards Committee** of the **MARITIME INDUSTRY AUTHORITY**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No.9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **MARITIME INDUSTRY AUTHORITY**, pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

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

*if applicable

That furthermore, the parties agree to be jointly and severally under the said Joint Venture Agreement;

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

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

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

Bidder's Representative/Authorized Signatory

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

NOTARY PUBLIC

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

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

[Jurat]

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

Omnibus Sworn Statement (Revised)

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. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

Jurat

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

COMPANY LETTERHEAD

BID FORM

Date: _____

Project Ref. No.: _____

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 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: _____

COMPANY LETTERHEAD

Financial Bid Form

Description	Quantity	ABC	TOTAL BID PRICE (inclusive of VAT)
Total Bid Price Inclusive of VAT in Words			

[signature over printed name]		[in the capacity of]
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The financial bid form shall be supported by a cost breakdown.

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per 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)

Name: _____

Legal Capacity: _____

Signature: _____

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

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	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered 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: _____

