



**BUREAU OF CUSTOMS**  
MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



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**BIDDING DOCUMENTS  
FOR THE  
SUPPLY AND DELIVERY OF  
ADDITIONAL LOW ORBIT  
SATELLITE LINKS  
FOR THE BUREAU OF CUSTOMS**

**Project ID No.: BOC-GOODS-2023-08  
September 2023**

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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



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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*

### SECTION I. INVITATION TO BID

#### **“Supply and Delivery of Additional Low Orbit Satellite Links for the Bureau of Customs”**

1. The Bureau of Customs (BOC) through the authorized appropriations under the CY 2023 General Appropriations Act intends to apply the sum of Eighty Million Pesos (Php80,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the “Supply and Delivery of Additional Low Orbit Satellite Links for the Bureau of Customs”. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Bureau of Customs now invites bids for the above Procurement Project. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective bidders may obtain further information from the BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on September 23, 2023 from the given address and website 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 Fifty Thousand Pesos (P50,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.
6. The BOC will hold a Pre-Bid Conference on October 02, 2023, 1:30 p.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders. Sent a Letter of Intent through email and we will send the link via Microsoft Teams.



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7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before October 16, 2023, 1:00 p.m. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on October 16, 2023, 1:30 p.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The BOC 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BOC-BAC Secretariat  
General Services Division  
OCOM Bldg., South Harbor, Gate 3, Port Area, Manila  
Telefax No. 526-6571  
Email address: [bacsecretariat@customs.gov.ph](mailto:bacsecretariat@customs.gov.ph)

12. You may visit the following websites:

For downloading of Bidding Documents: <https://customs.gov.ph/bid-opportunities/>

Date issued: September 23, 2023

**MICHAEL C. FERMIN**  
*Chairperson, BOC-BAC*

# *Section II. Instructions to Bidders*

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## **1. Scope of Bid**

The Procuring Entity, Bureau of Customs-Bids and Awards Committee (BOC-BAC) wishes to receive Bids for the “Supply and Delivery of Additional Low Orbit Satellite Links for the Bureau of Customs” with identification number BOC-GOODS-2023-08.

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 Government of the Philippine (GOP) through the source of funding as indicated below for FY 2023 General Appropriations Act in the amount of Eighty Million Pesos (Php80,000,000.00).

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

## **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 **ITB** by the BAC through the issuance of a supplemental or bid bulletin.

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

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

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - 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.
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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

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

## **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 **ITB**, 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 five (5) years as provided in paragraph 2 of the **ITB** 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 **ITB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

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

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

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until February 13, 2024. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. 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 **ITB**.

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

## 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 **ITB**. 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

- 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 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, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. The LCB shall likewise submit the required documents for final Post Qualification.}

## **21. Signing of the Contract**

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

## *Section III. Bid Data Sheet*

ITB Clause	
1	<p>The Procuring Entity is the Bureau of Customs.</p> <p>The name of the Contract is “Supply and Delivery of Additional Low Orbit Satellite Links for the Bureau of Customs”</p> <p>The identification number of the Contract is BOC-GOODS-2023-08.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the CY 2023 General Appropriations Act in the amount of Eighty Million Pesos (Php80,000,000.00).</p>
3	No further instruction.
5	Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1.
5.2	Foreign bidders are not allowed.
5.3	<p>The bidder must have completed, five (5) years prior to October 16, 2023 single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid.</p> <p>Bidders must include in their Bid a photocopy of Single Largest Completed Contract, Notice of Award (NOA), Notice to Proceed (NTP), Technical Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent in the Private Sector.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or a failure against the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.</p> <p>For this purpose, similar contract shall refer to <b>“Supply and Delivery of Managed Network using Internet with SDWAN Service using Satellite, Fiber, Copper and other Wireless Technologies”</b></p>
5.4	Joint Venture is not allowed.
7.1 (a)	Subcontracting is not allowed.
8	The BOC will hold a Pre-Bid Conference on October 02, 2023, 1:30 p.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders.



14.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>Lot 1</p> <ol style="list-style-type: none"> <li>1. The amount of not less than <b>Php1,600,000.00</b>, or 2% if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. The amount of not less than <b>Php4,000,000.00</b>, or 5% if bid security is in Surety Bond.</li> </ol>
15	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabs.</p> <p>All documents within the Bid (both Original and Photocopies), along with any accompanying attachments like brochures etc., must be certified as true copies by the authorized representative.</p>
19.3	<p>Partial bids are not allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
20.1	<p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following documents:</p> <ol style="list-style-type: none"> <li>1. The bidder must submit an ISO 9000 Certificate;</li> <li>2. The bidder must submit a VAS LICENSE Certificate from NTC.</li> <li>3. The bidder must submit a valid engagement with an existing Satellite Service Provider or Operator (SSPO) duly certified by the DICT/ SSPO's distributor.</li> <li>4 The bidder must be a registered ISP and must submit a certification issued by NTC.</li> <li>5. The bidder must have an Accreditation Certificate and is a Accredited Supplier Implementing Partner of the Satellite System Provider or their Philippines accredited representative.</li> <li>6. Latest Income Tax Return and business Tax Return with proof of payment (<i>filed and paid through BIR Electronic Filing and Payment System (eFS)</i>);</li> <li>7. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months</li> <li>8. Latest Audited Financial Statement.</li> <li>9. Other appropriate licenses and permits required by law.</li> </ol>
21.1	No further instruction

# *Section IV. General Conditions of Contract*

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## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

- 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><b>Delivery and Documents –</b></p> <p>The Goods shall only be delivered by the supplier as indicated in Section VI. Schedule of Requirements. Moreover, the delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.</p>
2.2	<p>Payment shall be made after formal acceptance of deliverables, and 10% shall be retained until completion of contract.</p>
3	<p>No further instructions.</p>
4	<p><b>Inspections and Tests</b></p> <p>Complete Goods shall be inspected and/or tested by the End User based in Section VII. Technical Specifications.</p>
5.1	<p>The warranty was based on technical specifications.</p>
5.2	<p>No further instructions.</p>
6	<p>No additional provision.</p>

## *Section VI. Schedule of Requirements*

Item	Description	Unit	Qty	Delivery Date
1	Routers	Unit	64	Deliver within one hundred eighty (180) calendar days as provided in the Technical Specification
2	Firewall		64	
3	Layer 3 Switches		64	
4	High Speed Low Earth Orbit Satellite (LEOS) internet service		74	

**I hereby commit to comply and deliver the above requirements.**

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name & Designation (in print)

\_\_\_\_\_  
Date

# *Section VII. Technical Specifications*

## **STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS**

### **A. INSTRUCTION:**

The bidder must state in the last column opposite each parameter and required specifications either **“Comply” or “Not Comply”**. All pages shall be properly signed. 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 Bidders 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 provisions of ITB Clause above goods manufactured by us.

<b>Item</b>	<b>Specification</b>	<b>Bidders Statement of Compliance</b>
	<p><b>General Requirement</b></p> <ul style="list-style-type: none"> <li>• The proposed satellite network connectivity should provide secured network connectivity to BOC’s additional 64 sites</li> <li>• Equipment to be deployed by Provider to implement network connectivity will be BOC-owned.</li> <li>• Technical acceptance is per site basis; full acceptance shall commence once all sites are connected.</li> <li>• For a period of twenty-four (24) months from acceptance of all connectivity (details in section 9.2), the Service Provider shall operate, maintain and manage the connectivity.</li> <li>• Subscription of the satellite Connection shall be twenty-four (24) months upon issuance of Acceptance Notice.</li> <li>• Within One Hundred Eighty (180) calendar days from the receipt of the Notice to Proceed (NTP), the Service Provider shall complete the necessary deployment of the satellite connectivity for the specified BOC sites including connecting</li> </ul>	

	<p>the new installations to the existing CPE deployed on each sites in the agency's existing network.</p> <ul style="list-style-type: none"> <li>• The Service Provider or its partner(s) shall be responsible for the supply, delivery, installation, configuration and maintenance of connectivity and the needed equipment / active components for the said connection for all sites nationwide. The Service Provider shall provide any and all equipment, parts or supplies necessary to accomplish this connection's Infrastructure from the BOC existing/new network.</li> <li>• All sites shall have the ability to communicate with any and all other sites directly for both voice and data. The Service Provider is responsible for ensuring the proper routing for all communications to the proper site.</li> <li>• The Service Provider shall provide a 24/7, whole-year-round Technical Support Services. All Service Requests shall be immediately acted upon when received.</li> <li>• The Service Provider or its partner(s) shall provide managed network administration services including but not limited to status monitoring, editing of routes, IP address allocation, traffic report generation, basic troubleshooting, and stopping/starting/restarting of network equipment if needed on all Managed Devices. It should monitor the backup network and capable of monitoring up to the Switch provided.</li> <li>• The Service Provider or its partner(s) shall generate the following reports: <ul style="list-style-type: none"> <li>• Create (and/or store) daily/weekly/monthly/annually reports for selected sensors</li> <li>• Configure the reports to be sent via email in PDFs, or have them stored on the hard-drive</li> <li>• Run a report interactively in the web browser (in HTML format)</li> <li>• Have the reports generated on a schedule, e.g. every Monday</li> <li>• In-Depth Reporting using various templates available which include different sets of data tables and graphs</li> </ul> </li> <li>• The Service Provider shall complete the first circuit test of any of the existing BOC sites within 180 days from the date that the Notice to Proceed (NTP) was received for all sites. If this is not met, the BOC will NOT issue an Acceptance Certificate to be used for billing purposes unless corrected. Start of Quarterly Payment for the 24-month subscription will commence only upon the acceptance off all sites. This will protect BOC from possible delays and ensure that all sites subscriptions end on the same period.</li> <li>• All the equipment the Service Provider will provide shall be certified as compatible with BOC's electrical system, which is 220-240V. The Service Provider is responsible for</li> </ul>	
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	<p>providing any converters necessary for connecting the electrical system at no cost to BOC.</p> <ul style="list-style-type: none"> <li>• The supplier must be operational for at least ten (10) years.</li> <li>• The supplier must be PhilGEPS-accredited.</li> <li>• The bidder must already have 100 units of satellite internet hardware in stock with NTC Certificate.</li> <li>• The bidder must have experience installing and maintaining at least 200 units SD-WAN nodes nationwide for at least 2 years.</li> <li>• Must have at least two (2) completed projects experience in supply and delivery of internet with SDWAN service.</li> <li>• The service provider must secure a Certificate of Completion and Acceptance with a rating of at least “Satisfactory”, issued by the bidder’s Single Largest Completed Contract.</li> </ul>	
<p><b>1</b></p>	<p><b><u>Routers</u></b></p> <ul style="list-style-type: none"> <li>• The equipment shall support multicores processor that uses Intel x86 CPU with 4 GB DRAM.</li> <li>• The equipment shall support 500 Mbps IPsec traffic.</li> <li>• The equipment shall support 4 x 1 G WAN ports with 1-NIM slot.</li> <li>• The equipment shall support an 8 Gb integrated flash.</li> <li>• The equipment shall support hardware-anchored Secure Boot and Secure Unique Device Identification (SUDI) support for Plug and Play to verify the identity of the hardware and software.</li> <li>• The equipment shall support up to 500 Mbps of SD-WAN IPsec throughput.</li> <li>• The equipment shall support up to 3.8 Gbps of IPv4 forwarding throughput.</li> <li>• The equipment shall support up to 500 Mbps of IPsec throughput.</li> <li>• The equipment shall support 1500 IPsec Static Virtual Tunnel Interface (SVTI) tunnels.</li> <li>• The equipment shall support 4000 Access Control List (ACL) per system.</li> <li>• The equipment shall support 72,000 IPv4 Access Control Entries (ACEs) per system.</li> <li>• The equipment shall support 800,000 with default 4 GB, up to 4M with 32 GB IPv4 routes.</li> <li>• The equipment shall support 800,000 with default 4 GB, up to 4M with 32 GB IPv6 routes.</li> <li>• The equipment shall support 16,000 numbers of queues.</li> <li>• The equipment shall support 600,000 with default 4 GB, up to 2M with 32 GB Network Address Translation (NAT) sessions.</li> <li>• The equipment shall support 512,000 firewall sessions.</li> </ul>	

	<ul style="list-style-type: none"> <li>• The equipment shall support 2,000 Virtual Route Forwarding (VRF) instances.</li> <li>• The equipment shall support IPv4, IPv6, static routes, OSPF, EIGRP, BGP, Overlay Management Protocol (OMP), Application Aware Routing (AAR), Traffic Engineering, service insertion, zero trust, whitelisting, tamper-proof module, DTLS/TLS, IPsec, classification, prioritization, low latency queuing, remarking, shaping, scheduling, policing, mirroring, Multicast IPv4 support, service advertisement and insertion policy, Simple Network Management Protocol (SNMP), Network Time Protocol (NTP), DNS client, DHCP, DHCP client, DHCP server, DHCP relay archival, syslog, Secure Shell (SSH), Secure Copy (SCP), Cflowd v10 IPFIX export, IPv6 for transport side, Virtual Router Redundancy Protocol (VRRP), MPLS, NAT (DIA, service-side, overload/PAT, NAT64, etc.), NAT pools, split DNS, ACLs, BFD, NETCONF over SSH, CLI, NTP server support, BFD with service-side BGP, BGP community propagation to OMP, 6 SLA for AAR, TrustSec®/SD-Access (inline scalable group tag [SGT] propagation), custom app with Software-Defined AVC (SD-AVC), multicast AAR, dynamic on-demand tunnels, OSM, OSPFv3, route policies, multi-VRF support core features.</li> <li>• The equipment shall support Generic Routing Encapsulation (GRE), Ethernet, 802.1q VLAN encapsulations.</li> <li>• The equipment shall support built-in end-to-end segmentation (VPNs), ZBFW, PKI, Cisco DNA Layer Security, SIG.</li> <li>• The equipment shall support QoS, Class-Based Weighted Fair Queuing (CBWFQ), Weighted Random Early Detection (WRED), Hierarchical QoS, Policy-Based Routing (PBR), Performance Routing (PfR), and NBAR traffic management.</li> <li>• Must be rack-mountable.</li> <li>• Must need to work and compatible with existing design without replacing any existing network devices.</li> </ul>	
2	<p><b><u>Firewall</u></b></p> <ul style="list-style-type: none"> <li>• The equipment shall support 6 x 1 Gigabit ethernet ports, 2 x USB ports, and 1 x Serial port.</li> <li>• Must have SDWAN capability that is compatible or worked with the existing SDWAN Network.</li> <li>• The equipment shall support 4 GB RAM and 64G storage capacity.</li> <li>• The equipment shall support 60W power input.</li> <li>• The equipment shall support 2 Gbps firewall throughput.</li> <li>• The equipment shall support 1.4 Gbps NGAF throughput.</li> <li>• The equipment shall support 1.2 Gbps WAF throughput.</li> </ul>	

	<ul style="list-style-type: none"> <li>• The equipment shall support 1.2 Gbps IPS &amp; WAF throughput.</li> <li>• The equipment shall support 1 Gbps Threat Protection throughput.</li> <li>• The equipment shall support 250 Mbps IPsec VPN throughput.</li> <li>• The equipment shall support 300 IPsec VPN tunnels.</li> <li>• The equipment shall support by Routing/gateway/Layer 3 mode, Transparent/Layer 2/Inline mode, Virtual wire mode, Bypass mode, and Mixed mode.</li> <li>• The equipment shall support high availability via Active-active mode, and Active-Passive or Active-Standby mode.</li> <li>• The equipment shall support Vlan Interface (802.1Q), and Sub-Interface.</li> <li>• The equipment shall support link aggregation with following work mode: Load balancing-hash, Load Balancing-Round Robin, Active-Passive, and LACP.</li> <li>• The equipment shall support link state propagation, that means can setup the correlation interface group, if one of the interfaces in the group turns up/down, the other interface will follow the same action.</li> <li>• The equipment shall support link state detection with at least the following methods: AP, Ping, and DNS Lookup.</li> <li>• The equipment shall support different mode of NAT: SNAT, DNAT, Bidirectional NAT, One to one NAT, one to many, many to one, many to many NAT, NAT46, and NAT64.</li> <li>• The equipment shall support application-layer proxy (or known as ALG, application proxy) with the following protocols: SQLNET, FTP, TFTP, RSTP, PPTP, H.323, and SIP.</li> <li>• The equipment shall support IPv4/IPv6 dual stack mode, and support control IPv6 traffic in access control policy, provide control via IP address, service, application, domain, etc.</li> <li>• The equipment shall support DHCP server, DHCP relay, and IP reservation.</li> <li>• The equipment shall support GRE tunnel.</li> <li>• The equipment shall support DNS transparent proxy, ARP proxy, DDNS feature, can work with: DynDNS, No-IP, ZoneEdit, EasyDns, and DynAccess.</li> <li>• The equipment shall support static routing.</li> <li>• The equipment shall support redistribute direct route, static route, RIP route (OSPFv2 only) and default route to OSPF.</li> <li>• The equipment shall support authentication method plaintext, and MD5.</li> <li>• The equipment shall support redistribute direct route, static route, RIP route, and OSPF route to BGP.</li> <li>• The equipment shall support multicast route.</li> </ul>	
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	<ul style="list-style-type: none"> <li>• The equipment shall support IPsec modes with the following: Main mode, and aggressive mode.</li> <li>• The equipment shall support authentication method with the following: pre-shared key, and Certificate(x509).</li> <li>• The equipment shall support local/peer ID type like IPv4_ADDR, FQDN, User FQDN, Distinguished Name.</li> <li>• The equipment shall support the following algorithm with IPSec VPN: ESP, AH, Encryption Algorithm: DES, 3DES, AES(128), AES192, AES256, Hash Algorithm: MD5, SHA1, SHA2-256, SHA2-384, SHA2-512, Perfect Forward Secrecy, group1, group2, group5, group14, group15, group16, group17, and group18.</li> <li>• The equipment shall support SSL VPN feature at least 30 concurrent user access, support TCP, UDP, ICMP protocols, HTTP, HTTPS, Email, Fileshare, FTP etc., support control access by IP, URL, TCP/UDP port etc., support access resource (destination IP/system) by NAT(NGAF IP address) or virtual IP.</li> <li>• The equipment shall support local user database, LDAP, Radius authentication, two-factor authentication by SMS, TOTP (Google/Microsoft authenticator), and Hardware ID.</li> <li>• The equipment shall support LDAP user automatic synchronization, and Microsoft AD security group mapping.</li> <li>• The equipment shall support SSL VPN user record log in &amp; log out log.</li> <li>• The equipment shall support bandwidth management feature: <ul style="list-style-type: none"> <li>○ Be able to limit or guarantee the bandwidth based on IP, user, application, schedule, vlan, country etc.</li> <li>○ Be able to control maximum bandwidth of per IP/User.</li> <li>○ Support bandwidth control for both upload and download.</li> <li>○ Support bandwidth usage status monitoring;</li> <li>○ Traffic ranking based on username, applications or IP</li> </ul> </li> <li>• The equipment shall support different security features: <ul style="list-style-type: none"> <li>○ IPS.</li> <li>○ APT</li> <li>○ Anti-Virus/Malware.</li> <li>○ Anti-DoS/DDoS.</li> <li>○ Anti-Brute force attack</li> <li>○ Web Application Firewall (WAF)</li> <li>○ etc.</li> </ul> </li> <li>• The equipment shall support IPS feature and meet the specification below: <ul style="list-style-type: none"> <li>○ IPS signature over 9000 entries on premise.</li> <li>○ Support customized IPS signature by regular expression, keywords, protocol, port &amp; direction</li> </ul> </li> </ul>	
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	<ul style="list-style-type: none"> <li>○ Support admin change the signature default action by per signature or all signature.</li> <li>○ User can use CVEID, Vulnerability Name, vulnerability ID, threat level, etc. to search for the related signature.</li> <li>○ IPS module should be able to detect brute-force attack to DB2, Mongoddb, MSSQL, MySQL, FTP, IMAP, Jboss, Jenkins, Joomla, Kerberos, SMB, Telnet, SSH, RDP etc.</li> <li>○ IPS can get up to date signature data via cloud threat intelligence (Neural-X) or upload signature package via webUI</li> <li>○ Support minimize to 10-minute update after a new outbreak happens, when connect to cloud threat intelligence (Neural-X).</li> <li>● The equipment shall support APT and meet the specification below: <ul style="list-style-type: none"> <li>○ Detection of remote control trojan, malicious URL/domain, and other threats.</li> <li>○ The product should support at least 140 million malware signature database on-premise</li> <li>○ The device can connect to cloud threat intelligence (Neural-X) and do real-time for check to threat that cannot identified locally.</li> <li>○ APT can effectively identify &amp; block the abnormal traffic within well-known protocols such RDP, SSL, IMAP, SMTP, POP3, FTP, DNS, HTTP, WEB.</li> </ul> </li> <li>● The equipment shall support anti-virus feature: <ul style="list-style-type: none"> <li>○ Support stream based anti-virus with AI-Based anti-virus engine</li> <li>○ Support protocols HTTP, HTTPS, FTP, SMTP, IMAP, POP3, SMB etc.</li> <li>○ Support compress file detection, and support compress file with up to 16 layers.</li> <li>○ Support scans the files up to 20MB</li> <li>○ Support detect virus in mainstream file types, include text, image, music, movie, compressed file, executable file, document, script, etc.</li> <li>○ Support cloud-based analysis with the file cannot be identified locally</li> <li>○ Support whitelist by MD5 or URL path.</li> </ul> </li> <li>● The equipment shall support anti-dos/ddos features, with the features: <ul style="list-style-type: none"> <li>○ Support ARP flood, SYN flood, UDP flood, DNS flood, ICMP&amp;ICMPv6 flood protection.</li> <li>○ Support IP/port scan protection.</li> </ul> </li> </ul>	
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	<ul style="list-style-type: none"> <li>○ Support detection and prevent TearDrop attack, LAND attack, WinNuke attack, Smurf attack, Ping of death, IP fragment.</li> <li>○ Support ARP Spoofing.</li> <li>● The equipment shall support WAF feature by itself, without additional devices. The WAF protection should meet at least the following specifications: <ul style="list-style-type: none"> <li>○ Must be able to support the attack types, such as, XSS, SQL, CRSF, CC attack, OS Command Injection, Webshell, scanner blocker, path transversal etc.</li> <li>○ Support WAF related signature on-premise no less than 4500. And support customize signature.</li> <li>○ Support HTTPS site protection with decryption enabled.</li> <li>○ Support weak password detection for FTP, Web. Support detects web login with plaintext. Support web brute-force attack detection.</li> <li>○ Support inspection of "X-Forward-For" header and block the illegal access.</li> <li>○ Support CC attack protection</li> <li>○ Support HTTP request Anomaly detection, SQL injection in HTTP header, POST entity overflow, HTTP header overflow etc.</li> </ul> </li> <li>● The equipment shall support a dedicated account protection module to identify the abnormal usage of user accounts. <ul style="list-style-type: none"> <li>○ Support detection of weak password, brute-force attack, abnormal/suspicious login etc.</li> <li>○ Provide dedicated GUI page to show &amp; respond all the account abnormal usage events that happens recently.</li> </ul> </li> <li>● The equipment shall support a dedicated ransomware protection module, which can: <ul style="list-style-type: none"> <li>○ Automatically scan and detect ransomware related vulnerabilities, port, weak password, brute-force attack etc.</li> <li>○ Provide dedicated GUI page to show and respond all the ransomware related vulnerabilities</li> <li>○ Can provide guidance or suggested action to admin, e.g., deploy block policy direct,</li> </ul> </li> <li>● The equipment shall support a real-time vulnerability analysis or passive vulnerability scan: <ul style="list-style-type: none"> <li>○ Detection vulnerabilities based on traffic passthrough NGAF, without any active scanning activities to the servers, minimize the extra workload and other impact</li> <li>○ The vulnerabilities that can be detected includes web application vulnerability, weak password, improper configuration on web server, etc.</li> <li>○ Support generate HTML format report.</li> </ul> </li> </ul>	
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- The equipment shall support dedicated dashboard to summarize business system(server) relate security risks, the information provide via dashboard includes:
  - Business system severity level, attack events, vulnerabilities.
  - Stages of Attack to let IT admin understand the security impact
  - One-click to block attackers IP.
- The equipment shall support a dedicated dashboard to summarize user relate security risks, the information provide via dashboard includes:
  - User severity level, attack types, attack events;
  - Stages of Attack to let IT admin understand the security impact.
- The equipment shall support build-in log center which can keeps 4 types logs:
  - Access Log (Application control log, user authentication log, SSL VPN log)
  - Security Log (IPS, WAF, Botnet, Email protection, Anti DoS, Web Access)
  - System log
  - Support export log to excel file.
- The appliance should include the local hard disk to provide long term log retention.
- The equipment shall support build-in reporting features, which include:
  - Generate comprehensive Security report in PDF format
  - Support security report subscription by email, in daily, weekly, monthly based.
- The equipment shall support to manage via secured access, include:
  - WebUI (HTTPS)
  - Command Line Interface (SSH)
- The equipment shall support the requirement about administrator users:
  - Support user authentication with TACAS, Radius
  - Support weak password control and force to change password regularly
  - Support privilege control for each administrator user
  - Support role-based administration, default provide 5 roles, ordinary admin, security admin, audit admin, system admin, remote admin
  - Can specific the management method for each admin, the methods indicated which UI can this admin used to manage the device, include Web UI, API, Command Line etc.

	<ul style="list-style-type: none"> <li>• The equipment shall support ACL policy optimizer, which helps: <ul style="list-style-type: none"> <li>○ Identify the redundant policy, expired policy, conflict policy etc.</li> <li>○ Be able to track the ACL policy life cycle, help to track every change that have been done to the ACL policies.</li> </ul> </li> <li>• The equipment shall support with "AAA" ranking in the Cyber Ratings Enterprise Firewall</li> <li>• Must need to work and compatible with existing design without replacing any existing network devices.</li> </ul>	
<p><b>3</b></p>	<p><b><u>Layer 3 Switch</u></b></p> <ul style="list-style-type: none"> <li>▪ The equipment shall support 24 fully POE gigabit ethernet ports and 4 x 1G fixed uplink ports.</li> <li>▪ The equipment shall support IEEE 802.3af and IEEE 802.3at POE.</li> <li>▪ The equipment shall support by fast POE feature.</li> <li>▪ The equipment shall support 370W power budget using single power supply, and 740W power budget for additional power supply optional.</li> <li>▪ Must be rack-mountable.</li> <li>▪ The equipment shall support by layer 3 capabilities, including OSPF, EIGRP, ISIS, RIP, and routed access.</li> <li>▪ The equipment shall support simple, secure, unified, and integrated offering to ease new branch or campus device rollouts or updates to an existing network.</li> <li>▪ The equipment shall support 80 Gbps stacking bandwidth.</li> <li>▪ The equipment shall support 16,000 total numbers of MAC address.</li> <li>▪ The equipment shall support 11,000 total of IPv4 routes.</li> <li>▪ The equipment shall support 2 Gb DRAM and 4 Gb Flash.</li> <li>▪ The equipment shall support 4096 VLAN ID's.</li> <li>▪ The equipment shall support 10,000 IPv4 bindings.</li> <li>▪ The equipment shall support 56 Gbps switching capacity.</li> <li>▪ The equipment shall support 41.66 Mpps forwarding rate.</li> <li>▪ The equipment shall support automated device provisioning for automatic process of upgrading software images and installing configuration files on switch.</li> <li>▪ The equipment shall support API-driven configuration that is a wide range of automation features and provides robust open APIs over NETCONF and RESTCONF using YANG data models for external tools, both off the shelf and custom built, to automatically provision network resources.</li> <li>▪ The equipment shall support granular visibility that provides near-real-time monitoring of the network, leading to quick detection and rectification of failures.</li> </ul>	



	<ul style="list-style-type: none"> <li>▪ The equipment shall support superior QoS for intelligent services that keep traffic flowing smoothly, even at 10 times the normal network speed.</li> <li>• Must needs to work and compatible with existing design without replacing</li> </ul>	
4	<p><b><u>High Speed Satellite Internet Service</u></b></p> <ul style="list-style-type: none"> <li>• Speed <ul style="list-style-type: none"> <li>○ Download Speed: 100-220Mbps</li> <li>○ Upload Speed: 8-25 Mbps</li> <li>○ Latency: 25-60 ms</li> </ul> </li> <li>• Dish <ul style="list-style-type: none"> <li>○ Antenna: Electronic Phased Array</li> <li>○ Field of View: 40 degrees</li> <li>○ Orientation: Motorized Self Orienting</li> <li>○ Dish Weight: 7.2kg for Antenna ,18 kg for the entire kit</li> <li>○ Environmental Rating : IP56</li> <li>○ Operating Temperature: -30°C to 50°C (-22°F to 122°F)</li> <li>○ Wind Speed Operational: 80 kph+ (50 mph+)</li> <li>○ Snow Melt Capability: Up to 75 mm / hour (3 in / hour)</li> <li>○ Average Power Consumption: 110-150W</li> </ul> </li> <li>• Router <ul style="list-style-type: none"> <li>○ Wi-Fi Technology: IEEE 802.11a/b/g/n/ac standards</li> <li>○ Chipset: Wi-Fi 5</li> <li>○ Radio: Dual Band -3 x 3 MIMO</li> <li>○ Operating Temperature: -30°C to 50°C (-22°F to 122°F)</li> <li>○ Weight: 1 kg (2.2 lbs)</li> <li>○ Security: WPA2</li> <li>○ Range : Up to 185 m<sup>2</sup> (2000 ft<sup>2</sup>) *Varies on placement, interference, and building materials</li> <li>○ Environmental Rating : IP54 - Configured for Indoor Use</li> <li>○ Power Indicator: White LED   Base of Router</li> <li>○ Mesh Compatibility: Compatible with up to 12 Nodes</li> <li>○ Devices: Connect up to 128 devices</li> </ul> </li> <li>• Cables <ul style="list-style-type: none"> <li>○ Power Cable: 25 meters ( 82 ft )</li> <li>○ Ethernet Cable: 5 meters (16.5 ft )</li> <li>○ Router Cable: 2 meters ( 6.5 ft )</li> <li>○ AC Cable ( Power Supply ): 1.8 meters ( 6 ft )</li> <li>○ AC Cable ( Router ): 1.8 meters ( 6 ft )</li> </ul> </li> </ul>	
5	<p><b><u>Trainings</u></b></p> <p>The winner bidder shall provide the following trainings to BOC personnel</p> <ul style="list-style-type: none"> <li>• The bidder must hold training for end users of the satellite.</li> <li>• The bidder must also train administrators of the End User.</li> </ul>	

	<p><b><u>Support Services and Service Level Agreement</u></b></p> <ul style="list-style-type: none"> <li>• Service Provider will work on issues for the entire managed network including all managed devices, network elements, QoS and prioritization requests, and etc.</li> <li>• Service Provider will provide engineering and technical support for the Managed Devices for problem resolution of design-related issues identified by Service Provider engineers or Managed Device vendor's technical support.</li> <li>• All edge network components' operating system, and firmware or patched whenever relevant authorities from the Philippines, or other countries revealed there is a need because a new threat or vulnerability with Common Vulnerability Scoring System (CVSS) rating of Critical (9-10).</li> <li>• When a major vulnerability is discovered and published in authoritative vulnerability databases, the Service Provider shall provide proof that the network elements' operating system or exposed to the public internet are hardened, patched, or upgraded.</li> <li>• At the request of the Customer, the Service Provider will allow the BOC to perform a vulnerability scan on all the BOC Premise Equipment (CPE) and edge routers / switches.</li> <li>• The Service Provider shall provide a 24/7, whole-year-round Technical Support Services. All Service Requests shall be immediately acted upon when received.</li> <li>• The Service Provider shall provide industry standard Service Level Agreement (SLA) which shall carry a corresponding "Performance Credit" or rebate in favor of BOC should any of the committed parameters mentioned below is not met.</li> <li>• There shall be a Service Level Agreement for speed of response (measured in hours) and its mean time to repair (MTTR, also known as resolution time) of the Service Provider based on the severity of the issues.</li> <li>• All types of issues must be responded (first response) within 30 minutes after the issue was logged.</li> <li>• The Service Provider shall ensure that all issues classified as Severity 1 are resolved within 4 hours. An hourly update shall be provided by the Service Provider to the BOC until the issue is resolved. Severity 1 issues are those that render an entire site unreachable or the link is unusable such as when an entire site's network connectivity is down; or when the network connectivity is up but the service degradation is significant that it is unusable.</li> <li>• The Service Provider shall ensure that all issues classified as Severity 2 are resolved within 24 hours. The Service Provider</li> </ul>	

	<p>shall update BOC once every 4 hours for these types of issues. Severity 2 issues are those that partially impact the network connectivity of one or more sites such as when the network connectivity is usable, but its line speed degrades noticeably such as when network latency is already at three times the committed limit.</p> <ul style="list-style-type: none"> <li>• For severity 3 issues, the service provider shall update BOC once a week until the issue is resolved, or the request has been served. These types of issues are classified as normal and the Service Provider should resolve or provide the service requested for a period of 5 calendar days; or otherwise at a specific date agreed between the Service Provider and the Customer.</li> <li>• The Service Provider shall maintain a 98% monthly SLA compliance on issue response time and mean time to repair based on the SLA enumerated above. In the event that the SLA is not met, except for issues due to Force Majeure, or due to Customer's fault, the Service Provider shall provide a credit equivalent of one day for every 1% of non-SLA compliance, for a maximum of 5 days. Example, if the SLA on issue resolution for the month of December is at 98%, the service provider will give a credit of 3 days to the BOC corresponding for the unmet target of -3%. This penalty is exclusive of the rebates the BOC is entitled for the network service being unavailable.</li> <li>• To track the Service Provider's response and resolution times, the Service Provider shall give access to authorized BOC personnel to its issue tracking system where the time an issue was logged will be timed, to the time the first response was made (on the issue log, or on email copied in the ticket), until the time the issue's status was set to 'resolved'.</li> <li>• There will be an SLA based on the entire network's availability. Availability is defined as a particular site being accessible with the agreed committed information rates, and latency limits.</li> <li>• Service availability targets of the MPLS backhaul network based on OSI layer 1 medium used are as follows: (a) Fiber last mile – 99.8%; (b) Copper last mile – 99.6%; (c) Microwave radio last mile – 99.5%.</li> <li>• The service availability target of the dedicated internet service shall be 99.6%.</li> <li>• If the interruption is attributable to the Service Provider, as acknowledged by the Service Provider's Fault Management Center, the Service Provider shall voluntarily make the appropriate "Performance Credit" or rebate to BOC without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing month.</li> </ul>	
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- Credit for Interruptions to service will be allowed as follows:
  - Interruptions of 24 Hours or less

<b>Length of Interruption</b>	<b>Rebate Factor</b>
Less than 30 minutes	None
30-179 minutes	1/10 day
180-359 minutes	1/5 day
360-539 minutes	2/5 day
540-719 minutes	3/5 day
720 -899 minutes	4/5 day
900-1440 minutes	One day

- For interruption over 24 hours, credit will be allowed in 1/5-day multiples for each 3-hour period of interruption or fraction thereof over 24 hours.
- A summary of all issues logged, along with their corresponding SLA scores shall be included in the monthly report.
- For interruptions due to Force Majeure, the Service Provider shall restore service at the earliest possible time. In the event that service is not restored within specified period, then the Service Provider shall an additional credit of 1 day for each 24-hour period the service is not restored beyond the committed date.
- Service Provider shall attend BOC Change Management technical meetings as scheduled.
- Service Provider shall design and implement changes on Managed Devices based on BOC request and requirements and recommends design changes to correct a BOC Network fault or problem.
- Service Provider will work with BOC to define requirements, design, document, and work with Service Provider operations to implement changes on Managed Devices only. Service Provider's Operations perform the Change Management activities and Service Provider's Network Engineer performs billable, design-impacting Managed Device changes.

**Maintenance and Aftersales Support**

- Scope of the Service Provider for the LEOS kit, Routers, Switches, and Firewalls is supply, delivery, installation, and configuration with two (2) years hardware warranty and support.

	<ul style="list-style-type: none"> <li>• All equipment will be delivered by Provider at BOC Head Office unless otherwise specified.</li> <li>• If any of the equipment becomes defective during the warranty period, it is the responsibility of the winning bidder to pull out the equipment and provide replacement unit for the defective unit.</li> </ul>																	
	<p><b><u>Payment Milestone</u></b></p> <table border="1"> <thead> <tr> <th data-bbox="331 495 555 752"><b>General Description</b></th> <th data-bbox="555 495 770 752"><b>Delivery</b></th> <th data-bbox="770 495 975 752"><b>% of Amount of Contract Price to be released as payments</b></th> <th data-bbox="975 495 1206 752"><b>Documentary Requirements</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="331 752 555 1010">Submission of Inception Report and Project Plan</td> <td data-bbox="555 752 770 1010">Within Fifteen (15) calendar days from receipt of Notice to Proceed</td> <td data-bbox="770 752 975 1010">10%</td> <td data-bbox="975 752 1206 1010">Approved Inception Report and Project Plan</td> </tr> <tr> <td data-bbox="331 1010 555 1391">Delivery and installation of all hardware, software and other equipment for all sites</td> <td data-bbox="555 1010 770 1391">Within Ninety (90) calendar days from receipt of Notice to Proceed and approval of Inception Report</td> <td data-bbox="770 1010 975 1391">25 %</td> <td data-bbox="975 1010 1206 1391">Delivery receipts; Certificate of Inspection and Acceptance issued by BOC; Billing statement</td> </tr> <tr> <td data-bbox="331 1391 555 2007">Configuration and commissioning of all hardware, software and other equipment for all sites, including LEOS internet service and network connectivity for all sites</td> <td data-bbox="555 1391 770 2007">Within One Hundred and Eighty (180) calendar days from receipt of Notice to Proceed and approval of Inception Report</td> <td data-bbox="770 1391 975 2007">15 %</td> <td data-bbox="975 1391 1206 2007">Certificate of Inspection and Acceptance issued by BOC; Weekly Progress Reports with attached installation reports; Billing statement</td> </tr> </tbody> </table>	<b>General Description</b>	<b>Delivery</b>	<b>% of Amount of Contract Price to be released as payments</b>	<b>Documentary Requirements</b>	Submission of Inception Report and Project Plan	Within Fifteen (15) calendar days from receipt of Notice to Proceed	10%	Approved Inception Report and Project Plan	Delivery and installation of all hardware, software and other equipment for all sites	Within Ninety (90) calendar days from receipt of Notice to Proceed and approval of Inception Report	25 %	Delivery receipts; Certificate of Inspection and Acceptance issued by BOC; Billing statement	Configuration and commissioning of all hardware, software and other equipment for all sites, including LEOS internet service and network connectivity for all sites	Within One Hundred and Eighty (180) calendar days from receipt of Notice to Proceed and approval of Inception Report	15 %	Certificate of Inspection and Acceptance issued by BOC; Weekly Progress Reports with attached installation reports; Billing statement	
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Configuration and commissioning of all hardware, software and other equipment for all sites, including LEOS internet service and network connectivity for all sites	Within One Hundred and Eighty (180) calendar days from receipt of Notice to Proceed and approval of Inception Report	15 %	Certificate of Inspection and Acceptance issued by BOC; Weekly Progress Reports with attached installation reports; Billing statement															

Network connectivity	LEOS Internet Service subscription	50% (subdivided per quarter for 2 years or 24 months)	Certificate of subscription; Certificate Acceptance issued by BOC; Billing statement	
<b><u>Delivery, installation, testing parameters place: BOC Head Office, all ports &amp; sub-ports, export zones, free trade zones.</u></b>				
BOC Offices		Office Address		
SUBIC	Subic Bay International Airport (SBIA)			
	Port of Subic Tipo Gate			
CEBU	Mactan International Airport	Mactan-Cebu International Airport Terminal 2, Lapu-Lapu City.		
	Mactan Economic Zone (MEZ 2)	Basak Tamiya, Lapu-Lapu City		
	Mactan Economic Zone (MEZ 3)	Cebu Light Industrial Park, Basak Lapu-Lapu City		
	Mitzumi Realty Inc (Special Eco Zone)	Sabang, Danao City, Cebu		
	Tsuneishi Heavy Ind's (Special Eco Zone)	West Cebu Ind'l Park-SEZ, Buanoy, Balamban, Cebu,6041. Phils.		
	Austal Phils PTY LTD (Special Eco Zone)	Lots 1731 and 1732 WCIP Sez Brgy. Arpili, Balamban, Cebu 6041. Phils.		
	Bureau of Customs, Bohol	Bohol-Panglao International Airport, Tawala, Panglao, Bohol		
	Cebu X-Ray Portal Satellite Office	Pier 6, BOC, Serging Osmeña Blvd, CIP Complex, North Reclamation Area, Cebu City.		

MICP	Bay Service	Manila International Container Port, Collection District II, Bureau of Customs, MICT Access Road, Tondo, Manila, 1013.
	CIIS District Office	Manila International Container Port, Collection District II, Bureau of Customs, MICT Access Road, Tondo, Manila, 1013.
	ESS District Office	Manila International Container Port, Collection District II, Bureau of Customs, MICT Access Road, Tondo, Manila, 1013.
DAVAO	Davao International Airport	4JJW+566, Daang Maharlika Hwy, Buhangin, Davao City, 8000 Davao del Sur
	Sub-Port of Parang	86PM+W8R, National Road, Parang, 9604 Maguindanao
	Sub-Port of Mati	W6X9+WCM, Quezon Street, Mati, 8200 Davao Oriental
	XIP Davao Int'l Airport (DIA)	4JJW+566, Daang Maharlika Hwy, Buhangin, Davao City, 8000 Davao del Sur
	XIP-DICT	Panabo Wharf Rd, Panabo, Davao del Sur
	XIP-Sasa	4MF6+JRX, Buhangin, Davao City, Davao del Sur
	XIP-TEFASCO	Door #1, Ilaieco Building, Ilang, Davao City, 8000 Davao del Sur
	XIP-KTC	6J5X+QJ9, Bunawan, Davao City, Davao del Sur

SURIGAO	Carrascal Office-Bislig	Bay Service Office / Carrascal Sub-Office Sub-port of Bislig Purok 7 (near Public Market) Brgy Baybay, Carrascal, Surigao del Sur
	Taganito CPCO-Surigao	Taganito CPCO Office Port of Surigao Taganito HPAL Mining Corporation Compound, Brgy Taganito, Claver, Surigao del Norte
BATANGAS	FPIP SPECIAL ECONOMIC ZONE	First Philippine Industrial Park, Brgy. Santa Anastacia, Pan-Philippine Hwy, Santo Tomas
	LIMA Technology	LIMA Technology Center, Brgy. Bugtong na Pulo, Lipa City
	XIP Batangas	XIP Satellite Office, Batangas Container Port Yard, Brgy. Sta. Clara, Batangas City
	Sub-Port of Siain	Bureau of Customs - Sub-Port of Siain, Brgy. Pampaaralan, Plaridel, Quezon
	Puerto Princesa Int'l Airport	PQW2+757, Rizal Avenue, Brgy. San Miguel, Puerto Princesa, 5300 Palawan
ZAMBOAN GA	Zamboanga Int'l Airport	31 Gov. Camins Ave, Zamboanga, Zamboanga del Sur
	Port of Dipolog	H85H+VGP, Dipolog City, Zamboanga del Norte
	Zamboanga Freeport Zone	San Ramon, Zamboanga City
	Sub-Port of Basilan	Strong Boulevard, Port Area, Isabela City, Basilan
	Sub-Port of Sulu	Port of Jolo, Jolo, Sulu
	Sub-Port of Tawi-tawi	



ILOILO	Iloilo Int'l Airport	Cabatuan, Iloilo
	XIP Iloilo Int'l Airport	Cabatuan, Iloilo
	XIP-Kalibo Int'l Airport	Brgy. Pook, Kalibo International Airport, Kalibo, Aklan
	Boracay Airport	Brgy. Caticlan, Malay, Aklan
SAN FERNANDO	Subport of Salumague	** No BOC office available yet
	NAIP (North Luzon Aero Industrial Park)	Brgy, Linmansangan, Binalonan, Pangasinan
APARRI	Laoag Int'l Airport Sub-Office	Brgy, Gabu, Laoag City
	Sub-Port of Irene	Brgy, Casambalangan, Sta. Ana, Cagayan
	North Cagayan Int'l Airport	Brgy. San Mariano, Lallo, Cagayan
CLARK	Passenger Service Division (PSD)	Arrival Area, DMIA Complex, CFZ, Pamp.
	FEDEX	FedEx Freight Facility, Civil Aviation Complex, DMIA, CFZ, Pamp.
	UPS	UPS Hub, Civil Aviation Complex, DMIA, Clark Freeport Zone, Pamp.
	CCA	IE-5 Diosdado Macapagal Hi Way, Clark Freeport Zone, Pamp.
	CCC	IE-5 Diosdado Macapagal Hi Way, Clark Freeport Zone, Pamp.
LEGASPI	Bicol International Airport	Airport Road, Brgy. Alobo, Daraga, Albay 4501, Philippines
CAGAYAN DE ORO	CCC	Collection District X, Port of Cagayan de Oro, Corrales Ext., Macabalan, Cagayan de Oro City
	ESS Port Operations	
	XIP	X-Ray Inspection Project, Bureau of Customs, Mindanao Container Terminal

		(MCT), Sugbongcogon, Tagoloan, Misamis Oriental, 9001 Philippines
	Sub-Port of Ozamiz Office	2nd Floor Caza Esperanza Bldg., Don Anselmo Bernad Ave., Ozamiz City
NAIA	CIIS	ICT Cargo Terminal 2
	XIP	ICT Cargo Terminal 2
	Export Division	ICT Cargo Terminal 2
	Manila Domestic Airport	ICT Cargo Terminal 2
	Customs Duty Free Philippines	Paranaque City
	Macro Asia Special Economic Zone	Villamor Airbase
	Departure Operations Division	NAIA Terminal 1
	Departure Operations Division	NAIA Terminal 2
	Departure Operations Division	NAIA Terminal 3
EG	Water Patrol	BOC Central Office
POM	Subport of Masinloc	Purok 2 Brgy. Taltal Masinloc Zambales - Landmark near Brgy. Hall

**I hereby commit to comply and deliver the above requirements.**

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name & Designation (in print)

\_\_\_\_\_  
Date

# ***Section VIII. Checklist of Technical and Financial Documents***

## **Checklist of Technical and Financial Documents**

### **I. TECHNICAL COMPONENT ENVELOPE**

#### ***Class "A" Documents***

##### **Legal Documents**

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

**and**

##### **Technical Documents**

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

### **25 FINANCIAL COMPONENT ENVELOPE**

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



## Bid Form

Date: \_\_\_\_\_  
Invitation to Bid<sup>2</sup> N<sup>o</sup>: \_\_\_\_\_

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the BOC, our services for the project, “**Supply, Delivery, Testing and Decommissioning of New and Existing Air Conditioning Units**” in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

ITEM	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
1	Routers	Unit	64		
2	Firewall		64		
3	Layer 3 Switches		64		
4	High Speed Low Earth Orbit Satellite (LEOS) Internet Service		74		

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>3</sup>

<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>3</sup> Applicable only if the Funding Source is the ADB, JICA or WB.



# BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

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

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 10 of the Bidding Documents.

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

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

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

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



**Price Schedule for Goods Offered 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*

## *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: \_\_\_\_\_



## *Statement of Single Largest Completed Contract which is similar in nature*

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Contract (including the name of procuring entity)	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_





## *List of all Ongoing Government & Private Contracts including Contracts awarded but not yet started*

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Contract (including the name of procuring entity)	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

### Instructions:

- i. State all ongoing contracts including those awarded but not yet started within five (5) years (government and private contracts, which may be similar or not similar to the project being bid) prior to opening of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.



## Contract Agreement Form

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THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.



# BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).



## Omnibus Sworn Statement

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

### AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

*[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.**



# BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



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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

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

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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

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

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

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

\* This form will not apply for WB funded projects.



**BID SECURING DECLARATION FORM**

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

X-----X

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

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

I/We<sup>4</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within 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 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;

<sup>4</sup> Select one and deschedulelete the other. Adopt the same instruction for similar terms throughout the document.



# BUREAU OF CUSTOMS

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- (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*

*[Insert Signatory's Legal Capacity]*

Affiant

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

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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

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

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



