

PHILIPPINE BIDDING DOCUMENTS

Re-bid of Internet Service Provider (ISP) for CY 2024

Government of the Republic of the Philippines

PB NO. 2024-026

**Bid Opening: February 06, 2024
10:00am**

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Department of Health
Metro Manila Center for Health Development
VALENZUELA MEDICAL CENTER



INVITATION TO BID
RE-BID OF INTERNET SERVICE PROVIDER (ISP) FOR CY 2024
PUBLIC BIDDING NO. VMC-2024-026

1. The Valenzuela Medical Center (VMC), through the General Appropriations Act/Income CY 2024, intends to apply the sum of **Philippine Currency: Three Million Three Hundred One Thousand Eight Hundred Twenty-Four Pesos Only (P3,301,824.00)** being the Approved Budget for the Contract (ABC) to payments for the **RE-BID OF INTERNET SERVICE PROVIDER (ISP) FOR CY 2024**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Valenzuela Medical Center (VMC) now invites bids for the above Procurement Project. Delivery of the Goods is required within the period specified under Sec. VI. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. 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 starting **January 17, 2024** and inspect the Bidding Documents at the address given below during 9:00am-11:00am and 2:00pm-4:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **January 17, 2024**, 10:00am from the given address and upon payment of a non-refundable fee in the amount as follows:

ABC to be Bid	Maximum Cost of Bidding Documents (in Philippine Peso)
500,000 and below	500.00
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees either *in person, by facsimile, or through electronic means.*

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

6. The Valenzuela Medical Center will hold a Pre-Bid Conference on **January 25, 2024, 10:00 am** at BAC Office, Admin. Bldg., Valenzuela Medical Center, Padrigal St., Karuhatan, Valenzuela City and/or through video conferencing or webcasting *via Zoom*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **February 06, 2024, 10:00am**. 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 **February 06, 2024, 10:00am** at the given address below, (if applicable) or and/or *via Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. *Prospective bidders shall provide use of a back-up data or cloud storage for large files uploaded for online bid submissions*
11. The Valenzuela Medical Center reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

BAC Secretariats' Office
Valenzuela Medical Center, Annex Building, 2nd Floor,
Padrigal St., Valenzuela City
Telefax No. 294-4625
Email: vmc_bac@yahoo.com

(SGD) SHIRLENE V. VIANZON
Chairman, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Valenzuela Medical Center (VMC)** wishes to receive Bids for the **Re-bid of Internet Service Provider (ISP) for CY 2024**, with identification number **under Public Bidding VMC 2024-026**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed **two (2) lots**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **CY 2024** in the amount of **Philippine Currency: Three Million Three Hundred One Thousand Eight Hundred Twenty-Four Pesos Only (P 3,301,824.00)**.

2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

a. NGA, the National Expenditure Program.

[If not an early procurement activity, select one and delete others:]

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. *[Select one, delete other/s]*

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

b. 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:

[Select one, delete the other/s]

a. 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.

b. 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:

[Select one, delete other/s]

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **January 25, 2024, 10:00 am** and either at its physical address, Valenzuela Medical Center, Annex 1 Building, Padrigal St. Karuhatan, Valenzuela City and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years period as provided in paragraph 2 of the **IB*** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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)**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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:

[Select one, delete the other/s]

- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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 (**February 6, 2024 @10:00am**) and either at its physical address, **Valenzuela Medical Center, Annex 1 Building, Padrigal St. Karuhatan, Valenzuela City** or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with

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

the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

- 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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

19.4. The Project shall be awarded as follows:

[Select one, delete the other/s]

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

[Delete Options 2 and 3 if Framework Agreement will be used.]

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

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{Include if Framework Agreement will be used:}* or in the case of multi-year Framework Agreement, 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**. *{Include if Framework Agreement will be used:}* For every mini-competition in Framework Agreement, 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

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="color: red;">RE-BID OF INTERNET SERVICE PROVIDER (ISP) FOR CY 2024</p> <p class="list-item-l1">a. <i>Completed within three (3) years prior to the deadline for the submission and receipt of bids.</i></p>
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p class="list-item-l1">a. The amount of not less than P 66,036.48, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p class="list-item-l1">b. The amount of not less than P 165,091.20 if bid security is in Surety Bond.</p>
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.] ABC</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i> see Schedule of Requirements</p>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.)</i> REFER TO TERMS OF REFERENCE

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p style="color: red;"><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p style="color: red; font-weight: bold;">REFER TO TERMS OF REFERENCE</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is [indicate name(s)].</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

PROCUREMENT OF VALENZUELA MEDICAL CENTER PRIMARY AND SECONDARY LINK INTERNET SERVICES

Terms of Reference

I. Background and Rationale:

The increasing number of web-based system that is being deployed to Valenzuela Medical Center (VMC) by the DOH central office and other attached agencies makes us decide to upgrade our internet subscription from 200 Mbps internet dedicated leased line to 500 Mbps with additional redundant connection of 100 Mbps to 200 Mbps. To cope up with this technology we need to upgrade our capabilities and facilities in order to meet the requirements needed. Internet connection upgrade for speed and reliability is one of the major component to run a web based system, teleconferencing platforms and other hospital facilities that needs online interventions, considering the heavy volume of information and various data flowing into the system for processing and up to date output. In addition to this, the VMC present internet connection setup has become less reliable in terms of speed and security. In view of the dire necessity for modern technology to meet the ever increasing demands for efficient and effective information gathering, dissemination, and utilization an internet service upgrade has to be carried out to respond to the needs of the hospital and avail the benefits.

II. Scope of Work:

The project covers the procurement and implementation of the following Internet Services for the entire Valenzuela Medical Center Local Area Network:

- A. Primary Link - 500 Mbps (1:1 Full 500 Mbps dedicated leased line connection)**
- B. Secondary Link - 200 Mbps (1:1 Full 200 Mbps dedicated leased line connection)**

ISPs/TelCo will undertake the following:

1. Provide Internet Services of TelCo Dedicated Leased Line for Valenzuela Medical Center nationwide coverage;
2. Provide the necessary hardware, terminations and other services required to setup the internet connection;
3. Provide a pure fiber optic connection from ISP/TelCo to VMC-IMISS facility.
4. Provide a brand new Router;
5. Provide Ticketing System for every Technical issue that will be reported;
6. Provide diagnostic reports and updates in case of connection failure;
7. Provide monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization;
8. Provide IPv6 ready and/or compliant connection;
9. Provision of 24x7 support services;
10. Enter into a Service Level Agreement with VMC which defines parameters of rebates for non- performance, and similar circumstances;
11. Transfer the fixed connection at no cost to VMC in the event of accidental disconnection/loose connection.

III. Expected Deliverables (Outputs) for Primary and Secondary Link:

1. Inception Report, which will include work plan.
2. **Full 500 Mbps Dedicated Leased line (Primary link)** connection from VMC to the Internet.
3. **Full 200 Mbps Dedicated Leased line (Secondary link)** connection from VMC to the internet.
4. **Pure Fiber Optic Connection from ISP/TelCo to VMC-IMISS facility.**
5. Fully configured Router supporting 200Mbps and 100 Mbps Internet connection.
6. **Five (5) useable static IP Addresses (minimum) for both Primary and Secondary link**
7. Monthly reports of traffics and usage i.e. MRTG report from VMC to Internet
8. Unlimited Full Internet Access of VMC users via router and firewall
9. At least three (3) technical support staff with details on qualifications such as education, training and related experience

IV. Implementation Arrangement:

Duties and Responsibilities of the Internet Service Provider (ISP)

1. Pre-Installation

- a. Provide detailed work plan specifying installation design, detailed activities, network diagram showing connectivity from VMC-IMISS Server Room up to the last mile.
- b. The ISP shall coordinate with their TelCo partner and act as their representative. VMC will only deal with the ISP but the TelCo partner should be transparent to VMC.
- c. The ISP shall coordinate with VMC-IMISS Head with regards to operational issues if any and to the Medical Center Chief II for policy issues.
- d. TelCo bills should be incorporated within the ISP's bill with the appropriate breakdown of their rendered services.

2. Actual Installation

- a. Set up dedicated, 1:1 Internet Connection with the Committed Information Rate (CIR) of **500 Mbps for Primary link and 200 Mbps for Secondary link**.
- b. Provide a pure fiber optic connection from ISP/TelCo to VMC-IMISS facility.
- b. Provide and install a Channel Service Unit/Data Service Unit (CSU/DSU) modem and media converter at both ends of the Internet connections.
- c. Provide and install a new Router at both ends of the Internet connections.
- d. Provide internet connectivity directly to VMC-IMISS Server Room, including materials needed for the purpose. This includes provision for the installation of cables/insulation using industry standard, materials and best practices.
- e. Complete the delivery, installation and configuration within thirty (30) calendar days from the receipt of the Notice to Proceed (NTP).

3. Configuration

- a. Configure of modem, media converter or similar devices for dedicated direct internet speed connection.
- b. Configure router to the equivalent direct Internet connection speed and to support primary link for redundancy/fail over.

- c. Configure backup router, if any.
- d. Assign at least Five (5) useable hosts public Internet Protocol (IP) Addresses for VMC.
- e. Configuration of assigned IP address to VMC firewall.

4. Testing Period

- a. The selected ISP shall notify the VMC in writing seven (7) days prior to the required inspection/testing of the internet service connection.
- b. The acceptance test procedure shall be in accordance with the following:
 - i. The acceptance testing will be undertaken for a period of seven (7) days.
 - ii. Direct Internet leased line will have no service interruption during the agreed test period.
 - iii. The guaranteed Internet bandwidth of 500 Mbps (Primary Link) and 200 Mbps (Secondary Link) direct internet with Committed Information Rate (CIR) of 500 and 200 Mbps internet connection is attained during working hours (i.e., 7:00 a.m. to 7:00 p.m.).
 - iv. Average latency should not exceed more than 80 milliseconds average round trip from VMC to Local ISP port and not more than 200 milliseconds average round trip from Local ISP port to US/International port.
 - v. MRTG should be in place.
 - vi. Assignment of at least Five (5) useable Public IP Addresses for each Primary and Secondary Link.
 - vii. The provider must conduct a Bit Error Rate (BER) and or equivalent test during the testing period to eliminate cyclic redundancy check (CRC) errors and ensure that both links are working.

5. Implementation

- a. Shall maintain all equipment in proper working order.
- b. Provide an escalation list and procedure in reporting fault and outages.
- c. Providers must immediately advise VMC-IMISS any downtime occurrence or if any case the internet rerouted to a backup link.
- d. Providers must have standby equipment to replace immediately the existing equipment once found defective.

6. Rebates

- a. Provide industry standard Service Level Agreement (SLA) which shall carry a corresponding “Performance Credit” or rebate in favor of VMC should any of the committed parameters mentioned below is not met.
- b. The selected ISP provider/s should be able to render the following services:
 - i. Availability
Provide 99.5% link uptime in a month.
 - ii. Latency
 - Provide not more than 80 milliseconds average round trip latency from VMC to local ISP port; and

- Provide not more than 200 milliseconds average round trip latency from local ISP port to US/International port
- c. Render 24 hours x 7 days customer service support
 - i. Support response time
i.e., 30 minutes for emergency tickets for the following categories:
 - Link connection is down
 - Packet loss, variation in latency
 - Routing issue
 - ii. Two (2) hours response time for technical problem that requires on-site services
- d. Rebate Schedule for Downtime Connection Interruption/Outage

If the interruption is attributable to the ISP, as acknowledged by the ISP's Network Operation Center, the ISP shall voluntarily make the appropriate "Performance Credit" or rebate to the VMC without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing month.

Credit for Interruptions to service will be allowed as follows: The prospective bidder must fill up the necessary **Credit** equivalent for each **Length of Interruption**.

Interruptions of 24 Hours or less

Length of Interruption	Credit
Less than 30 minutes	
30 – 179 minutes	
180 – 359 minutes	
360 – 539 minutes	
540 – 719 minutes	
720 – 899 minutes	
900 – 1440 minutes	

7. Maintenance

- a. Provide a single point of contact for customer support in both areas of network connectivity and Internet access;
- b. Shall respond to request for maintenance at no cost to Valenzuela Medical Center (VMC);
- c. Provide not less than 7 days proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any, subject to the approval of Valenzuela Medical Center (VMC) and;
- d. Submit monthly access/usage reports to attest compliance to the SLA.

V. Duties and Responsibilities of the VALENZUELA MEDICAL CENTER

1. The project will be spearheaded by Valenzuela Medical Center (VMC) through its Integrated Management Information System Section (IMISS). They are responsible for the final technical acceptance and approval of project outputs.
2. Valenzuela Medical Center - IMISS will provide two (2) Technical staff that will provide guidance and information with regards to the VMC local area network and Internet Servers. They will facilitate access to various workstations and other information that may be needed to complete this project satisfactory.
3. Grant the ISP's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned VMC-IMISS personnel.
4. Responsible for the safe custody and use of the equipment installed by the ISP provider.
5. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the ISP provider.
6. Issue Certificate of Inspection and Acceptance Report.
7. Conduct assessment/evaluation of the ISP 60 days before the end of the contract. VMC may renew the contract for another year depending on the ISP performance.

VI. Technical Specification

A. PRIMARY LINK INTERNET SERVICE (500 Mbps Dedicated Leased Line – Pure Fiber Optic Connection)

B. SECONDARY LINK INTERNET SERVICE (200 Mbps Dedicated Leased Line – Pure Fiber Optic Connection)

1. The technical requirements are the following but not limited to:
 - a. Dedicated leased line connection with a CIR of **500 Mbps bandwidth for Primary Link and 200 Mbps bandwidth Secondary link** from Direct Internet Connection
 - b. Pure fiber optic connection from ISP/telCo to VMC-IMISS facility.
 - c. Installation and configuration of router for the **500 and 200 Mbps** bandwidth for direct internet connection
 - d. Provide modem, media converter or similar devices to attain physical connection from VMC router to the ISP and to the Internet
 - e. Provide a failover/redundancy link to VMC connection to avoid Internet downtime
 - f. Test failover/redundancy link
 - g. **Five (5) useable static IP address (minimum)** for VMC connection
 - h. Design and implement an IP addressing schemes or sub-netting for official/valid IP addresses and unofficial/private IP addresses for VMC use.
2. Install and configure the assigned IP address to VMC-IMISS firewall.
3. Identify the TelCo carrier
4. Provide VMC network to the Internet, 24hrs x 7 days a week unlimited access to the Internet.
5. Network monitoring and provision of information thereof to VMC
 - a. Provide Monthly reports of traffics and usage i.e. MRTG report from VMC to Internet to attest compliance to the SLA

- b. Provide not less than 7 days proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any, subject to the approval of VMC

ROUTER FOR PRIMARY LINK INTERNET SERVICES

1. Branded (brand new)
2. Must have a minimum of One hundreds (100) Mbps with services WAN performance.
3. Number of Integrated WAN ports three (3) GE (1 SPF).
4. Minimum interface slots (enhanced high speed LAN interface card (EHWIC)).
5. Two (2) USB ports (v2.0).
6. 256MB Flash Memory
7. Minimum synchronous dynamic RAM of 512MB.
8. Must have stateful firewall.
9. Must have an onboard hardware VPN acceleration (Digital Encryption Standard (DES)m Triple DES (3DES) and advanced Encryption Standard (AES)).
10. Must have Intrusion prevention system.
11. Content Filtering.
12. With redundant power supply unit separate.
13. Rack-Mount/Wall Mount Kit

VII. Approved Budget:

The Valenzuela Medical Center – Integrated Management Information System Section, through the hospital income, intends to apply the Approved Budget for the Contract (ABC) of Three Million Three Hundred One Thousand Eight Hundred Twenty-Four Pesos (Php 3,301,824.00) for one year.

VIII. Terms of Payment

The Internet Service Provider may be paid on a monthly or quarterly basis as may be proposed by the prospective Internet Service Provider. This is subject to the acceptance of Valenzuela Medical Center (VMC) of the services provided and the required documents such billing statement, monthly MRTG.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	RE-BID OF INTERNET SERVICE PROVIDER (ISP) FOR CY 2024			One Year (12 months)
1	Internet Subscription (Primary Link) - 500 Mbps Dedicated Leased Line - With 5 useable static IP (minimum) - Pure Fiber Optic Connection (P201,104.00 per month)	12 months	2,413,248.00	
2	Internet Subscription (Secondary Link) - 200 Mbps Dedicated Leased Line - With 5 useable static IP (minimum) - Pure Fiber Optic Connection (P74,048.00 per month)	12 months	888,576.00	
		TOTAL:	3,301,824.00	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

TECHNICAL SPECIFICATIONS				
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance	
		RE-BID OF INTERNET SERVICE PROVIDER (ISP) FOR CY 2024	[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]	
1	<i>12 months</i>	Internet Subscription (Primary Link) <ul style="list-style-type: none"> - 500 Mbps Dedicated Leased Line - With 5 useable static IP (minimum) - Pure Fiber Optic Connection <p style="color: red;">(P 201,104.00 per month)</p>	<p style="color: red;">[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</p>	
2	<i>12 months</i>	Internet Subscription (Secondary Link) <ul style="list-style-type: none"> - 200 Mbps Dedicated Leased Line - With 5 useable static IP (minimum) - Pure Fiber Optic Connection <p style="color: red;">(P 74,048.00 per month)</p>		
TERMS OF REFERENCE				
PROCUREMENT OF VALENZUELA MEDICAL CENTER PRIMARY AND SECONDARY LINK INTERNET SERVICES				

<h2 style="text-align: center;">Terms of Reference</h2> <p>I. Background and Rationale:</p> <p>The increasing number of web-based system that is being deployed to Valenzuela Medical Center (VMC) by the DOH central office and other attached agencies makes us decide to upgrade our internet subscription from 200 Mbps internet dedicated leased line to 500 Mbps with additional redundant connection of 100 Mbps to 200 Mbps. To cope up with this technology we need to upgrade our capabilities and facilities in order to meet the requirements needed. Internet connection upgrade for speed and reliability is one of the major component to run a web based system, teleconferencing platforms and other hospital facilities that needs online interventions, considering the heavy volume of information and various data flowing into the system for processing and up to date output. In addition to this, the VMC present internet connection setup has become less reliable in terms of speed and security. In view of the dire necessity for modern technology to meet the ever increasing demands for efficient and effective information gathering, dissemination, and utilization an internet service upgrade has to be carried out to respond to the needs of the hospital and avail the benefits.</p> <p>II. Scope of Work:</p> <p>The project covers the procurement and implementation of the following Internet Services for the entire Valenzuela Medical Center Local Area Network:</p> <ul style="list-style-type: none"> A. Primary Link - 500 Mbps (1:1 Full 500 Mbps dedicated leased line connection) B. Secondary Link - 200 Mbps (1:1 Full 200 Mbps dedicated leased line connection) <p>ISPs/TelCo will undertake the following:</p> <ol style="list-style-type: none"> 1. Provide Internet Services of TelCo Dedicated Leased Line for Valenzuela Medical Center nationwide coverage; 	
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| <ol style="list-style-type: none"> 2. Provide the necessary hardware, terminations and other services required to setup the internet connection; 3. Provide a pure fiber optic connection from ISP/TelCo to VMC-IMISS facility. 4. Provide a brand new Router; 5. Provide Ticketing System for every Technical issue that will be reported; 6. Provide diagnostic reports and updates in case of connection failure; 7. Provide monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization; 8. Provide IPv6 ready and/or compliant connection; 9. Provision of 24x7 support services; 10. Enter into a Service Level Agreement with VMC which defines parameters of rebates for non-performance, and similar circumstances; 11. Transfer the fixed connection at no cost to VMC in the event of accidental disconnection/loose connection. | |
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III. Expected Deliverables (Outputs) for Primary and Secondary Link:

- 1. Inception Report, which will include work plan.
- 2. **Full 500 Mbps Dedicated Leased line (Primary link)** connection from VMC to the Internet.
- 3. **Full 200 Mbps Dedicated Leased line (Secondary link)** connection from VMC to the internet.
- 4. **Pure Fiber Optic Connection from ISP/TelCo to VMC-IMISS facility.**
- 5. Fully configured Router supporting 200Mbps and 100 Mbps Internet connection.
- 6. **Five (5) useable static IP Addresses (minimum) for both Primary and Secondary link**
- 7. Monthly reports of traffics and usage i.e. MRTG report from VMC to Internet
- 8. Unlimited Full Internet Access of VMC users via router and firewall
- 9. At least three (3) technical support staff with details on qualifications such as education, training and related experience

<p>IV. Implementation Arrangement:</p> <p>Duties and Responsibilities of the Internet Service Provider (ISP)</p> <p>1. Pre-Installation</p> <ul style="list-style-type: none"> a. Provide detailed work plan specifying installation design, detailed activities, network diagram showing connectivity from VMC-IMISS Server Room up to the last mile. b. The ISP shall coordinate with their TelCo partner and act as their representative. VMC will only deal with the ISP but the TelCo partner should be transparent to VMC. c. The ISP shall coordinate with VMC-IMISS Head with regards to operational issues if any and to the Medical Center Chief II for policy issues. d. TelCo bills should be incorporated within the ISP's bill with the appropriate breakdown of their rendered services. <p>2. Actual Installation</p> <ul style="list-style-type: none"> a. Set up dedicated, 1:1 Internet Connection with the Committed Information Rate (CIR) of 500 Mbps for Primary link and 200 Mbps for Secondary link. b. Provide a pure fiber optic connection from ISP/TelCo to VMC-IMISS facility. b. Provide and install a Channel Service Unit/Data Service Unit (CSU/DSU) modem and media converter at both ends of the Internet connections. c. Provide and install a new Router at both ends of the Internet connections. d. Provide internet connectivity directly to VMC-IMISS Server Room, including materials needed for the purpose. This includes provision for the installation of cables/insulation using industry standard, materials and best practices. 	
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- e. Complete the delivery, installation and configuration within thirty (30) calendar days from the receipt of the Notice to Proceed (NTP).

3. Configuration

- a. Configure of modem, media converter or similar devices for dedicated direct internet speed connection.
- b. Configure router to the equivalent direct Internet connection speed and to support primary link for redundancy/fail over.
- c. Configure backup router, if any.
- d. Assign at least Five (5) useable hosts public Internet Protocol (IP) Addresses for VMC.
- e. Configuration of assigned IP address to VMC firewall.

4. Testing Period

- a. The selected ISP shall notify the VMC in writing seven (7) days prior to the required inspection/testing of the internet service connection.
- b. The acceptance test procedure shall be in accordance with the following:
 - i. The acceptance testing will be undertaken for a period of seven (7) days.
 - ii. Direct Internet leased line will have no service interruption during the agreed test period.
 - iii. The guaranteed Internet bandwidth of 500 Mbps (Primary Link) and 200 Mbps (Secondary Link) direct internet with Committed Information Rate (CIR) of 500 and 200 Mbps internet connection is attained during working hours (i.e., 7:00 a.m. to 7:00 p.m.).
 - iv. Average latency should not exceed more than 80 milliseconds average round trip from VMC to Local ISP port and

<p>not more than 200 milliseconds average round trip from Local ISP port to US/International port.</p> <ul style="list-style-type: none"> v. MRTG should be in place. vi. Assignment of at least Five (5) useable Public IP Addresses for each Primary and Secondary Link. vii. The provider must conduct a Bit Error Rate (BER) and or equivalent test during the testing period to eliminate cyclic redundancy check (CRC) errors and ensure that both links are working. 	
<p>5. Implementation</p> <ul style="list-style-type: none"> a. Shall maintain all equipment in proper working order. b. Provide an escalation list and procedure in reporting fault and outages. c. Providers must immediately advise VMC-IMISS any downtime occurrence or if any case the internet rerouted to a backup link. d. Providers must have standby equipment to replace immediately the existing equipment once found defective. <p>6. Rebates</p> <ul style="list-style-type: none"> a. Provide industry standard Service Level Agreement (SLA) which shall carry a corresponding "Performance Credit" or rebate in favor of VMC should any of the committed parameters mentioned below is not met. b. The selected ISP provider/s should be able to render the following services: <ul style="list-style-type: none"> i. Availability Provide 99.5% link uptime in a month. ii. Latency 	

	<ul style="list-style-type: none"> • Provide not more than 80 milliseconds average round trip latency from VMC to local ISP port; and • Provide not more than 200 milliseconds average round trip latency from local ISP port to US/International port <p>c. Render 24 hours x 7 days customer service support</p> <ul style="list-style-type: none"> i. Support response time i.e., 30 minutes for emergency tickets for the following categories: <ul style="list-style-type: none"> • Link connection is down • Packet loss, variation in latency • Routing issue ii. Two (2) hours response time for technical problem that requires on-site services <p>d. Rebate Schedule for Downtime Connection Interruption/Outage</p> <p>If the interruption is attributable to the ISP, as acknowledged by the ISP's Network Operation Center, the ISP shall voluntarily make the appropriate "Performance Credit" or rebate to the VMC without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing month.</p> <p>Credit for Interruptions to service will be allowed as follows: The prospective bidder must fill up the necessary Credit equivalent for each Length of Interruption.</p>
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Interruptions of 24 Hours or less

Length of Interruption	Credit
Less than 30 minutes	
30 – 179 minutes	
180 – 359 minutes	
360 – 539 minutes	
540 – 719 minutes	
720 – 899 minutes	
900 – 1440 minutes	

7. Maintenance

- a. Provide a single point of contact for customer support in both areas of network connectivity and Internet access;
- b. Shall respond to request for maintenance at no cost to Valenzuela Medical Center (VMC);
- c. Provide not less than 7 days proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any, subject to the approval of Valenzuela Medical Center (VMC) and;
- d. Submit monthly access/usage reports to attest compliance to the SLA.

V. Duties and Responsibilities of the VALENZUELA MEDICAL CENTER

1. The project will be spearheaded by Valenzuela Medical Center (VMC) through its Integrated Management Information System Section (IMISS). They are responsible for the final technical acceptance and approval of project outputs.
2. Valenzuela Medical Center - IMISS will provide two (2) Technical staff that will provide guidance and information with regards to the VMC local area network and Internet Servers. They will facilitate access to various workstations and other information that may be needed to complete this project satisfactory.
3. Grant the ISP's authorized representative access to its premises, equipment and

- facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned VMC-IMISS personnel.
4. Responsible for the safe custody and use of the equipment installed by the ISP provider.
 5. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the ISP provider.
 6. Issue Certificate of Inspection and Acceptance Report.
 7. Conduct assessment/evaluation of the ISP 60 days before the end of the contract. VMC may renew the contract for another year depending on the ISP performance.

VI. Technical Specification

- A. PRIMARY LINK INTERNET SERVICE
(500 Mbps Dedicated Leased Line – Pure Fiber Optic Connection)**
- B. SECONDARY LINK INTERNET SERVICE
(200 Mbps Dedicated Leased Line – Pure Fiber Optic Connection)**

1. The technical requirements are the following but not limited to:
 - a. Dedicated leased line connection with a CIR of **500 Mbps bandwidth for Primary Link and 200 Mbps bandwidth Secondary link** from Direct Internet Connection
 - b. Pure fiber optic connection from ISP/telCo to VMC-IMISS facility.
 - c. Installation and configuration of router for the **500 and 200 Mbps** bandwidth for direct internet connection
 - d. Provide modem, media converter or similar devices to attain physical connection from VMC router to the ISP and to the Internet
 - e. Provide a failover/redundancy link to VMC connection to avoid Internet downtime
 - f. Test failover/redundancy link
 - g. **Five (5) useable static IP address (minimum)** for VMC connection
 - h. Design and implement an IP addressing schemes or sub-netting for official/valid IP

- addresses and unofficial/private IP addresses for VMC use.
2. Install and configure the assigned IP address to VMC-IMISS firewall.
 3. Identify the TelCo carrier
 4. Provide VMC network to the Internet, 24hrs x 7 days a week unlimited access to the Internet.

 5. Network monitoring and provision of information thereof to VMC
 - a. Provide Monthly reports of traffics and usage i.e. MRTG report from VMC to Internet to attest compliance to the SLA
 - b. Provide not less than 7 days proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any, subject to the approval of VMC

ROUTER FOR PRIMARY LINK INTERNET SERVICES

1. Branded (brand new)
2. Must have a minimum of One hundreds (100) Mbps with services WAN performance.
3. Number of Integrated WAN ports three (3) GE (1 SPF).
4. Minimum interface slots (enhanced high speed LAN interface card (EHWIC)).
5. Two (2) USB ports (v2.0).
6. 256MB Flash Memory
7. Minimum synchronous dynamic RAM of 512MB.
8. Must have stateful firewall.
9. Must have an onboard hardware VPN acceleration (Digital Encryption Standard (DES)m Triple DES (3DES) and advanced Encryption Standard (AES)).
10. Must have Intrusion prevention system.
11. Content Filtering.
12. With redundant power supply unit separate.
13. Rack-Mount/Wall Mount Kit

VII. Approved Budget:

The Valenzuela Medical Center – Integrated Management Information System Section, through the hospital income, intends to apply the Approved Budget for the Contract (ABC) of Three Million Three Hundred One Thousand

<p>Eight Hundred Twenty-Four Pesos Only (Php 3,301,824.00) for one year.</p> <p>VIII. Terms of Payment</p> <p>The Internet Service Provider may be paid on a monthly or quarterly basis as may be proposed by the prospective Internet Service Provider. This is subject to the acceptance of Valenzuela Medical Center (VMC) of the services provided and the required documents such billing statement, monthly MRTG.</p>	
<p><i>NOTE: Prospective bidders may bid for both or either of the lots. If a bidder's bid is found to be the lowest offer for both lots, the Procuring Entity shall evaluate first its bid offer for Lot 1 and when found to be acceptable it shall be awarded to the said bidder. And when the said bidder was also be declared as Lowest Calculated Bid (LCB) for Lot 2, the contract shall not be awarded to the said bidder. Thereafter, the PE shall consider the second LCB for Lot 2 for evaluation and possible awarding of contract. Prospective bidders for Lot 2 shall be allowed if Lot 1 shall have been bidden upon.</i></p>	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

VALENZUELA MEDICAL CENTER

PUBLIC BIDDING NO. VMC-2024-026

PROJECT : RE-BID OF INTERNET SERVICE PROVIDER (ISP) FOR CY 2024

BIDDER : _____

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate Platinum Membership) (all pages);

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 last three (3) years 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
- (e) Conformity with the 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);
 - **For corporation/Partnership/Cooperative – attach** Original Notarized Secretary's Certificate
 - For JVA - attach Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- (i)Original of duly signed and accomplished Financial Bid Form

- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

ADDITIONAL REQUIREMENTS BY VMC (POST-QUALIFICATION)

<input type="checkbox"/>	Bidding Documents duly signed or initialed by the authorized representative of the prospective bidder (each page) – attached Official Receipt as proof of payment
<input type="checkbox"/>	Document Request List (DRL) from PhilGEPS (Optional)
<input type="checkbox"/>	Bid Bulletin/s, if any
<input type="checkbox"/>	Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document.
<input type="checkbox"/>	Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.
<input type="checkbox"/>	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<input type="checkbox"/>	The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR with 2022 ITR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission
<input type="checkbox"/>	Certificate of Good Performance from at least one (1) Government or Private Hospital / Agency except from VMC (CY 2022-present)
<input type="checkbox"/>	Special Power of Attorney (SPA) for authorized representative if OSS is Sole Proprietorship
<input type="checkbox"/>	Proof of evidence for Single Largest Completed Contract (SLCC) – Purchase Order or Notice of Award or Contract Agreement

