



TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)

# **BID DOCUMENTS**

**Supply, Delivery, Installation and  
Configuration of Various Wireless  
Network Equipment for other  
TESDA Buildings within TESDA  
Taguig Complex**

**TESDA-CO-2020-26**

**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***



## INVITATION TO BID FOR THE SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF VARIOUS WIRELESS NETWORK EQUIPMENT FOR OTHER TESDA BUILDINGS WITHIN TESDA TAGUIG COMPLEX

1. The Technical Education and Skills Development Authority (TESDA), through the **General Appropriations Act (GAA) CY 2020 (Continuing Appropriations)** intends to apply the sum of **Seven Million Pesos (₱7,000,000.00)** for the **Supply, Delivery, Installation and Configuration of Various Wireless Network Equipment for other TESDA Buildings within TESDA Taguig Complex** being the ABC to payments under the contract for all items. Bids received in excess of the ABC shall be automatically rejected at bid opening.

LOT NO.	TITLE	ABC
1	Supply, Delivery, Installation and Configuration of Various Wireless Network Equipment for other TESDA Buildings within TESDA Taguig Complex	₱7,000,000.00
<b>TOTAL</b>		<b>₱7,000,000.00</b>

2. The **TESDA** now invites bids for the above Procurement Project. Delivery of the Goods is required within **ninety (90)** calendar days from receipt of the winning bidder of the Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *"pass/fail"* criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from TESDA and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m. starting **30 October 2021**.

5. A complete set of Bidding Documents may be acquired by interested Bidders beginning **30 October 2021 until 24 November 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents in the amount of **Ten Thousand Pesos (Php10,000.00)**.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The TESDA will hold a Pre-Bid Conference on **9 November 2021 at 1:00 p.m.** through video conferencing or webcasting via **Zoom** which shall be open to prospective bidders.

In line with the precautionary health measures being adopted by the agency, interested bidders may join the Pre-Bid Conference via video-conference (Zoom). In order to secure the zoom link password, prospective bidders are advised to send an email request to the BAC Secretariat at **[bacsecretariat@tesda.gov.ph](mailto:bacsecretariat@tesda.gov.ph) NOT LATER THAN 4:00 P.M. on 8 November 2021**, together with the following details:

- a. Name of Project
- b. Bid Reference
- c. Activity
- d. Company Name
- e. Address
- f. Name of Representative [maximum of two (2)]
- g. Contact Nos.
- h. E-mail Address
- i. Scanned or Proof of Identity of the representative (pls. attach)

By submitting the abovementioned information, it would be understood that the prospective bidders are conforming to the Data Privacy Act and TESDA Privacy Rules and Regulations. TESDA will not share the personally identifiable information to any third party for marketing purposes. However, TESDA may share information with governmental agencies in cases permitted or required by law. Likewise, the personally identifiable information shall be kept secured. Only authorized staff of the abovementioned e-mail have access to this information.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bidding requirements and who will prepare the documents for the bidder to minimize errors in the preparation of bids. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids. Only the **pre-registered representative/s or personnel** shall be allowed to attend during Zoom Video Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **24 November 2021 at 1:00 p.m.** Online submission is not yet available. Late bids shall not be accepted.

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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 **24 November 2021 at 1:15 p.m.** at the Gabriela Silang Room, TESDA Women's Center, Gate 1, TESDA Complex, Building 2, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City 1630. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

For those bidders that will be attending the meeting at TESDA, please be advised that all prospective bidders attending the meeting shall submit a **negative COVID-19 RT-PCR result** no longer than **forty-eight (48) hours** prior to the foregoing meeting.

**Due to community quarantine measures, only one (1) representative is allowed to attend personally in the bid opening and will be required to follow the TESDA protocol for Visitors specifically on compliance with social distancing, wearing of face masks and face shields, body temperature screening, filling up of self-screening form which must be filled-up prior to the arrival at TESDA. Visitors who show signs of COVID-19 related symptoms such as cough, flu, fever, high body temperature and sneezing are advised not to proceed to TESDA since they will not be allowed to enter the TESDA compound.**

If the bidders opt not to attend the meeting physically, they can join via Zoom application and they are advised to send an email request to the BAC Secretariat at [bacsecretariat@tesda.gov.ph](mailto:bacsecretariat@tesda.gov.ph) **NOT LATER** than **5:00 p.m. of 23 November 2021**, together with the following details, in order to secure the Zoom link password:

- a. Name of Project
- b. Bid Reference
- c. Company Name
- d. Address
- e. Name of Representative [maximum of one (1)]
- f. Contact Nos.
- g. E-mail Address
- h. Scanned or Proof of Identity of the representative (pls. attach)

By submitting the abovementioned information, it would be understood that the prospective bidders are conforming to the Data Privacy Act and TESDA Privacy Rules and Regulations. TESDA will not share the personally identifiable information to any third party for marketing purposes. However, TESDA may share information with governmental agencies in cases permitted or required by law. Likewise, the personally identifiable information shall be kept secured. Only authorized staff of the abovementioned e-mail have access to this information.

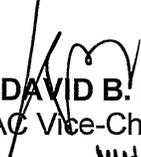
For the Opening of Bids, bidders are required to send their authorized technical representatives or personnel who are familiar with the bidding requirements

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and who prepared the documents for the bidder. The bidders' representative shall response to the queries during the meeting if ever there will be relative the document/s of the bidder. Only the **pre-registered representative/s or personnel of those bidders that purchased the Bidding Documents** shall be allowed to attend during Zoom Video Conference.

10. The **TESDA** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
  
Atty. Ginber M. Luna  
Head, BAC Secretariat  
3rd Floor, Procurement Division  
TESDA Administration Building  
East Service Road, South Luzon Expressway (SLEX)  
Fort Bonifacio, Taguig City 1630  
Telefax: (02) 8893-8296  
E-mail: bacsecretariat@tesda.gov.ph
12. You may visit <https://www.tesda.gov.ph/About/TESDA/149> for downloading of Bidding Documents.

*Date of Issue: 29 October 2021*

  
**DIR. DAVID B. BUNGALLON**  
BAC Vice-Chairperson

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## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, TESDA wishes to receive Bids for the **Supply, Delivery, Installation and Configuration of Various Wireless Network Equipment for other TESDA Buildings within TESDA Taguig Complex**, with identification number **TESDA-CO-2021-26**

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2020 (Continuing Appropriations)** in the amount of **Seven Million Pesos (₱7,000,000.00)**.

2.2. The source of funding is the Medium-Term Information and Communications Technology Harmonization Initiative (MITHI) Fund FY 2020.

## 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.

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- 5.2. Foreign ownership is not allowed to 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 fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

- 7.1. The Procuring Entity has prescribed that subcontracting is not allowed.

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

The Procuring Entity will hold a pre-bid conference for this Project on **9 November 2021 at 1:00 p.m.** 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 five (5) years 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

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establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in 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

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transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

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

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **24 March 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one (1) Project having several items that shall be awarded as one contract

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

## 20. Post-Qualification

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

## 21. Signing of the Contract

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

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## ***Section III. Bid Data Sheet***

# Bid Data Sheet

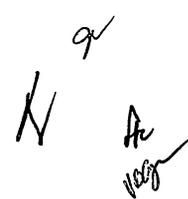
ITB Clause												
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. any contract on Supply and Installation of WIFI Access Point System and must be at least equivalent to fifty percent (50%) of the ABC of the bid lot/s; and</li> <li>b. completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>											
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.											
11.4	Not applicable.											
11.5	Not applicable.											
12.1 (b)	The price of the Goods shall be quoted DDP in the Philippines.											
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Title</th> <th style="text-align: center;">Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of ABC)</th> <th style="text-align: center;">Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5% of ABC)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Supply, Delivery, Installation and Configuration of Various Wireless Network Equipment for other TESDA Buildings within TESDA Taguig Complex</td> <td style="text-align: center;">₱ 140,000.00</td> <td style="text-align: center;">₱ 350,000.00</td> </tr> </tbody> </table>				Lot No.	Title	Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of ABC)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5% of ABC)	1	Supply, Delivery, Installation and Configuration of Various Wireless Network Equipment for other TESDA Buildings within TESDA Taguig Complex	₱ 140,000.00	₱ 350,000.00
Lot No.	Title	Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of ABC)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5% of ABC)									
1	Supply, Delivery, Installation and Configuration of Various Wireless Network Equipment for other TESDA Buildings within TESDA Taguig Complex	₱ 140,000.00	₱ 350,000.00									
15	Each Bidder shall submit one copy of the first and second components of its Bid.  The Procuring Entity requests for two (2) additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.											

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ITB Clause																													
19.3	The Project will be awarded by lot, details of which are as follows:																												
	<table border="1" data-bbox="424 320 1350 743"> <thead> <tr> <th data-bbox="424 320 503 378">Lot No.</th> <th data-bbox="503 320 727 378">Lot/Qualification</th> <th data-bbox="727 320 1020 378">Items</th> <th data-bbox="1020 320 1149 378">Quantity</th> <th data-bbox="1149 320 1350 378">ABC</th> </tr> </thead> <tbody> <tr> <td data-bbox="424 378 503 714">1</td> <td data-bbox="503 378 727 714" rowspan="4">Supply, Delivery, Installation and Configuration of Various Wireless Network Equipment for other TESDA Buildings within TESDA Taguig Complex</td> <td data-bbox="727 378 1020 460">Wireless Access Point 4 x 4 (indoor)</td> <td data-bbox="1020 378 1149 460">4</td> <td data-bbox="1149 378 1350 714" rowspan="4">₱7,000,000.00</td> </tr> <tr> <td data-bbox="424 460 503 541"></td> <td data-bbox="727 460 1020 541">Wireless Access Point 2 x 2 (indoor)</td> <td data-bbox="1020 460 1149 541">42</td> </tr> <tr> <td data-bbox="424 541 503 623"></td> <td data-bbox="727 541 1020 623">Wireless Access Point 4 x 4 (outdoor)</td> <td data-bbox="1020 541 1149 623">1</td> </tr> <tr> <td data-bbox="424 623 503 714"></td> <td data-bbox="727 623 1020 714">Access Switch (For Building 5)</td> <td data-bbox="1020 623 1149 714">1</td> </tr> <tr> <td colspan="3" data-bbox="424 714 503 743"></td> <td data-bbox="1020 714 1149 743"><b>TOTAL</b></td> <td data-bbox="1149 714 1350 743"><b>₱7,000,000.00</b></td> </tr> </tbody> </table>	Lot No.	Lot/Qualification	Items	Quantity	ABC	1	Supply, Delivery, Installation and Configuration of Various Wireless Network Equipment for other TESDA Buildings within TESDA Taguig Complex	Wireless Access Point 4 x 4 (indoor)	4	₱7,000,000.00		Wireless Access Point 2 x 2 (indoor)	42		Wireless Access Point 4 x 4 (outdoor)	1		Access Switch (For Building 5)	1				<b>TOTAL</b>	<b>₱7,000,000.00</b>				
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		Access Switch (For Building 5)	1																										
			<b>TOTAL</b>	<b>₱7,000,000.00</b>																									
19.4	The Project shall be awarded as one (1) Project having several items that shall be awarded as one contract																												
20.1	<ul style="list-style-type: none"> <li>• Proof of ongoing/outstanding contracts as identified in the Statement of Ongoing Contracts Awarded but Not Yet Started Contracts, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Notice of Award; (b) Contract/s or Purchase Order/s; and (c) Notice to Proceed.</li> <li>• Proof of completion of the single largest contract as identified in the Statement of Single Largest Completed Contract, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Performance Evaluation (template of which is hereto attached as Annex "A").</li> <li>• Submission of pieces of evidence such as but not limited to manufacturer's or distributor's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate as proof of compliance with the bidder's actual offer, if applicable. All samples to be submitted should comply with the agency's technical specifications and performance levels, where applicable.</li> </ul> <p>* • Latest Annual Income Tax Returns (BIR Form 1701 or 1702) as filed through the Electronic Filing and Payment System (eFPS).</p> <p>* • Either of the following:</p>																												



ITB Clause	
	<p>a. Value Added Tax Returns (Forms 2550M and 2550Q) covering the previous six (6) months as filed thru eFPS; or</p> <p>b. Percentage Tax Returns (Form 2551M) covering the previous six (6) months as filed thru eFPS</p> <p>* Pursuant to BIR Revenue Regulations No. 03-2005 dated 16 February 2005.</p> <ul style="list-style-type: none"> <li>Valid and updated PhilGEPS Certificate of Registration (Platinum Membership) including the updated list of eligibility documents as stated in Annex "A" of said Certificate of Registration.</li> </ul> <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies of the original.</i></p> <ul style="list-style-type: none"> <li>The veracity of the subscribed Omnibus Sworn Statement submitted in accordance with Sec. 25.3 of the 2016 IRR of RA 9184 may be subject to verification. If found to be non-compliant, this shall serve as ground for post-disqualification as specified in GPPB Circular No. 01-2008 dated 7 March 2008.</li> </ul>
21.2	No additional requirement.

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**(Bidder's Client's Company Letterhead)**

**CERTIFICATE OF PERFORMANCE EVALUATION**

This is to certify that (NAME OF BIDDER) has provided our company/ agency with the Supply and Installation of WIFI Access Point System Based on our evaluation of their services using the following criteria: (i) quality of service delivered, (ii) time management, (iii) management and suitability of personnel, and (iv) contract administration and management, we give (NAME OF BIDDER) a rating of:

- EXCELLENT
- VERY SATISFACTORY
- SATISFACTORY
- POOR

This Certification shall form part of the Technical Documentary Requirements in line with (NAME OF BIDDER) *participation* for the **Supply, Delivery, Installation, Configuration of Various Wireless Network Equipment for other TESDA Buildings within TESDA Taguig Complex.**

Issued this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Name of Company (Bidder's Client)  
\_\_\_\_\_  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Tel./Fax No.

\_\_\_\_\_  
Signature over Printed Name of  
Authorized Representative  
\_\_\_\_\_  
E-mail Address

*Handwritten signatures and initials:*  
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## ***Section IV. General 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.

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></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>[For Goods supplied from abroad] "The delivery terms applicable to the Contract are DDP delivered in the Philippines.</p> <p>[For Goods supplied from within the Philippines] "The delivery terms applicable to this Contract are delivered as specified in Section VI. Schedule of Requirements, specifically in the TESDA Central Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is:</p> <p><b>Technical Education and Skills Development Authority</b>            East Service Road, South Luzon Expressway (SLEX)            Fort Bonifacio, Taguig City 1630</p> <p>Contact Person:  <u>Ms. Lourdes F. Castante</u>            Chief            IT Planning and Management Division            Interim Information and Communication Technology Office            (ITPMD, IICTO)            Tel/Fax No. (02) 8896-8281</p> <p><b>Incidental Services —</b></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:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided</li> </ol>

*Handwritten initials and signature*

GCC Clause									
	<p>that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <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, as applicable.</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><b>Intellectual Property Rights —</b></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>Payments will be in progressive terms upon submission of expected deliverables of the project.</p> <table border="1" data-bbox="399 896 1356 1332"> <tbody> <tr> <td data-bbox="399 896 588 1041">Milestone 1</td> <td data-bbox="588 896 1356 1041">Payment equivalent to 10 % of the contract price shall be made upon submission of Inception Report with Workplan fifteen (15) days upon receipt of Notice to Proceed</td> </tr> <tr> <td data-bbox="399 1041 588 1142">Milestone 2</td> <td data-bbox="588 1041 1356 1142">Payment equivalent to 40 % of the contract price shall be made upon submission of delivery receipt thirty (45) days upon receipt of Notice to Proceed</td> </tr> <tr> <td data-bbox="399 1142 588 1243">Milestone 3</td> <td data-bbox="588 1142 1356 1243">Payment equivalent to 45 % of the contract price shall be made upon submission of User Acceptance Test results (90) days upon receipt of Notice to Proceed</td> </tr> <tr> <td data-bbox="399 1243 588 1332">Milestone 4 (Retention)</td> <td data-bbox="588 1243 1356 1332">Payment equivalent to 5 % of the contract price shall be made twelve (12) months from completion of Milestone 3.</td> </tr> </tbody> </table>	Milestone 1	Payment equivalent to 10 % of the contract price shall be made upon submission of Inception Report with Workplan fifteen (15) days upon receipt of Notice to Proceed	Milestone 2	Payment equivalent to 40 % of the contract price shall be made upon submission of delivery receipt thirty (45) days upon receipt of Notice to Proceed	Milestone 3	Payment equivalent to 45 % of the contract price shall be made upon submission of User Acceptance Test results (90) days upon receipt of Notice to Proceed	Milestone 4 (Retention)	Payment equivalent to 5 % of the contract price shall be made twelve (12) months from completion of Milestone 3.
Milestone 1	Payment equivalent to 10 % of the contract price shall be made upon submission of Inception Report with Workplan fifteen (15) days upon receipt of Notice to Proceed								
Milestone 2	Payment equivalent to 40 % of the contract price shall be made upon submission of delivery receipt thirty (45) days upon receipt of Notice to Proceed								
Milestone 3	Payment equivalent to 45 % of the contract price shall be made upon submission of User Acceptance Test results (90) days upon receipt of Notice to Proceed								
Milestone 4 (Retention)	Payment equivalent to 5 % of the contract price shall be made twelve (12) months from completion of Milestone 3.								
3	<p>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.</p>								
4	<p>The test parameters to be used during the inspection of the goods being offered by the bidders are found in Section VI - Schedule of Requirements of the Bidding Documents.</p>								
5.1	<p>All items shall have at least (3)-years warranty from the date of acceptance, on all Wireless Access Points and Access Switch in this project. This includes replacement of equipment/parts, labor, and software/firmware updates.</p>								

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<b>GCC Clause</b>	
	The supplier also provides one (1) year warranty, from the date of acceptance, against all defects which are due to defective materials, faulty design, poor workmanship and/or defective equipment, in which there is no implied warranty

*Handwritten signature and initials*

## **Section VI. Schedule of Requirements**

The delivery schedule expressed in calendar days stipulates hereafter, the current TESDA Fiber Connection and iGov Internet Distribution, as well as, the proposed High-Level Diagram attached as **Annex B** and **Annex C**.

Lot No.	Description	Quantity	Delivery Period
1	Supply, Delivery, Installation and Configuration of Various Wireless Network Equipment for other TESDA Buildings within TESDA Taguig Complex	1Lot	<b>Within Ninety (90) Calendar days</b> upon receipt of Notice to Proceed

### **Expected Outputs:**

The project shall cover all labor, materials, tools, equipment, consumables and supervision for the complete execution of the project within the scope of works as defined in the TOR. The contracted party is expected to deliver the following:

1. Wired/wireless connection in the following Offices/Buildings
2. (Green Technology Center, RO-NCR, TDI/LSI, RO- 4A, PEVOTI, Building 5, TESDA Old Dorm and TWC Dorm and Brick Plaza)
3. Indoor access points installed in strategic locations through the buildings and an outdoor access point installed at the grounds;
4. Structured cabling connecting switches, wireless devices and network nodes; and
5. Wireless connectivity made accessible in all function rooms/training rooms, offices, library and lobby areas.
6. Cabling for access points must run connected to the walls via j-hooks in the ceiling and not lay directly to the ceiling tiles.
7. Cables running outside of the building must be placed in EMT conduit and attached to raceways.
8. Any cables shall be terminated into a patch panel on one end and not directly to the switch.
9. All access points will be mapped and labelled with name and MAC address conspicuously placed on the AP.
10. Submission of Bill of Materials for the project.

### **Role and Scope of Work of the Supplier:**

1. Conduct of site survey on all offices/buildings identified in this project.
2. Supply, deliver, install and configure all hardware and related components for this project.
3. Submission of project management plan, including schedule of activities/work breakdown structure, network floor plan, and bill of materials.

4. Provision for technical documentation – as-built drawing.
5. Installation of devices and structured cabling:
  - a. Civil works performed to support the networking requirements, including restoration/retouching of all affected areas.
  - b. Copper cables connecting IDF to WAP using CAT 6a.
  - c. Installation of network nodes for WAP and voice/data.
  - d. Testing and commissioning work.
  - e. End to end tagging and labeling with name and MAC address.
6. The contractor shall provide safety barriers, enclosures, warning signs and other safety nets at the working area to warn passersby of the ongoing work to avoid untoward incidents in the course of the construction works.
7. Provision for one-week training to TESDA personnel on management and troubleshooting.

**Schedule of Work:**

Cabling and installation works may require evening and/or weekend schedule when necessary.

**Summary of Distribution of access point:**

Summary of Access Points at TESDA Compound			
Location	Access Point	Quantity	Total
Bldg. 18 TESDA Women's Center Dorm	4x4 Access Point (Indoor)	1	14
	2x2 Access Point (Indoor)	13	
Bldg. 20 TESDA Gym	4x4 Access Point (Indoor)	1	1
Bldg. 16 TESDA Old Dormitory	2x2 Access Point (Indoor)	4	4
Bldg. 3 PEVOTI Building	4x4 Access Point (Indoor)	1	8
	2x2 Access Point (Indoor)	7	
Bldg. 6 Region IV-A	2x2 Access Point (Indoor)	3	3
Bldg. 10 LSI/TDI Building	2x2 Access Point (Indoor)	7	7
Bldg. 15 NCR Building	2x2 Access Point (Indoor)	4	4
Green Building	2x2 Access Point (Indoor)	4	4
Brick Plaza	4x4 Access Point (Outdoor)	2	2
		<b>47</b>	

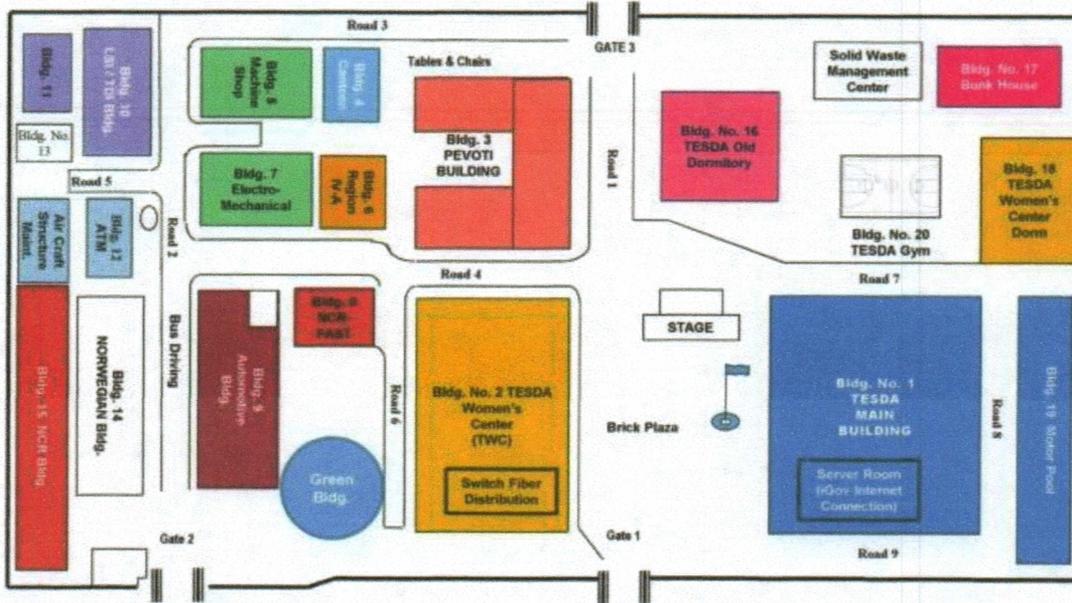
I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company/Bidder	Signature over Printed Name of Authorized Representative	Date
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# ANNEX B

**Current TESDA Fiber Connection and iGov Internet Distribution**



Current Operational Fiber Connection  
Main Building to TWC only

Copper Connection (Media converter c/o current ISP)  
Main Building to PEVOTI

**Symbols:**

- Fiber Connection
- Switch Fiber Switch Connection
- Copper Connection using ISP's media converter

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

\_\_\_\_\_  
Name of  
Company/Bidder

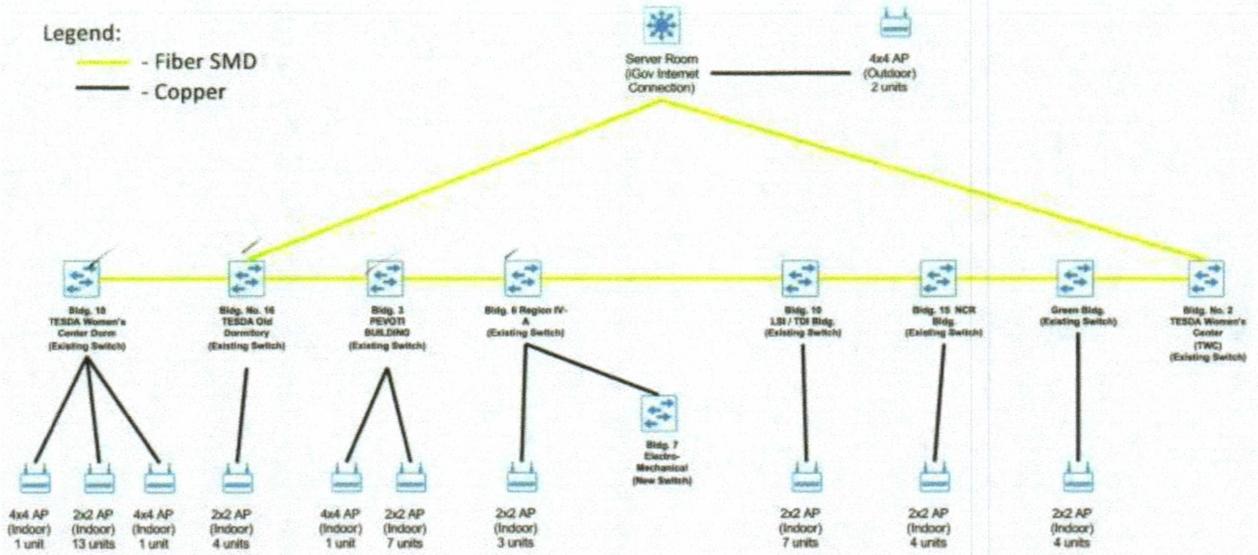
\_\_\_\_\_  
Signature over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Date

*Handwritten initials/signature*

# ANNEX C

## Proposed High Level Diagram



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

Name of  
Company/Bidder

Signature over Printed Name of  
Authorized Representative

Date

*Handwritten signature and initials in blue ink.*

## ***Section VII. Technical Specifications***

# Technical Specifications

**NAME OF THE PROJECT** : Supply, Delivery, Installation and Configuration of Various Wireless Network Equipment for other TESDA Buildings within TESDA Taguig Complex

**QUANTITY** : 1 Lot

**APPROVED BUDGET FOR THE CONTRACT** : Seven Million Pesos (₱7,000,000.00).

No	Item	Agency Specifications	Qty	Unit	Statement of Compliance	Make Brand / Model	Reference
1	<b>Wireless Access Point 4x4 (Indoor)</b>	<b>Specifications:</b> <ul style="list-style-type: none"> <li>• Omnidirectional Internal Antennas</li> </ul> <b>Technology:</b> <ul style="list-style-type: none"> <li>• 802.11ax</li> <li>• Orthogonal frequency-division multiple access (OFDMA)</li> <li>• Multi-user, multiple input, multiple output (MU-MIMO)</li> <li>• IoT-ready Bluetooth 5 and Zigbee support</li> </ul> <b>Maximum PHY rate:</b> <ul style="list-style-type: none"> <li>• 4.8 Gbps (5GHz)</li> <li>• 574 Mbps (2.4GHz)</li> </ul> <b>Security:</b> <ul style="list-style-type: none"> <li>• WPA3 and Enhanced Open security</li> </ul> <b>Radio Chain Streams:</b> <ul style="list-style-type: none"> <li>• 4x4:4 + 2x2:2</li> </ul> <b>Power:</b> <ul style="list-style-type: none"> <li>• Supports 802.3 POE</li> </ul> <b>Supported Standard:</b> <ul style="list-style-type: none"> <li>• 802.11a/g/n/ac</li> </ul> Equipment must be brand new Compatible with existing network/WLC Licenses should be included <b>Warranty:</b> The supplier shall provide a 3-year warranty which includes: replacement of equipment/parts, labor, software firmware updates.	4	units			
2	<b>Wireless Access Point 2x2 (Indoor)</b>	<b>Specifications:</b> <ul style="list-style-type: none"> <li>• Omnidirectional Internal Antennas</li> </ul> <b>Technology:</b> <ul style="list-style-type: none"> <li>• 802.11ax</li> <li>• Orthogonal frequency-division multiple access (OFDMA)</li> <li>• Multi-user, multiple input, multiple output (MU-MIMO)</li> </ul>	42	units			

*Handwritten signature and initials*

No	Item	Agency Specifications	Qty	Unit	Statement of Compliance	Make Brand / Model	Reference
		<ul style="list-style-type: none"> <li>• IoT-ready Bluetooth 5 and Zigbee support</li> </ul> <b>Maximum PHY rate:</b> <ul style="list-style-type: none"> <li>• 1.2 Gbps (5GHz)</li> <li>• 574 Mbps (2.4GHz)</li> </ul> <b>Security:</b> <ul style="list-style-type: none"> <li>• WPA3 and Enhanced Open security</li> </ul> <b>Radio Chain Streams:</b> <ul style="list-style-type: none"> <li>• 2x2:2</li> </ul> <b>Power:</b> <ul style="list-style-type: none"> <li>• Supports 802.3 POE</li> </ul> <b>Supported Standard:</b> <ul style="list-style-type: none"> <li>• 802.11a/g/n/ac</li> </ul> Equipment must be brand new Compatible with existing network/WLC Licenses should be included <b>Warranty:</b> The supplier shall provide a 3-year warranty which includes: replacement of equipment/parts, labor, software firmware updates.					
3	<b>Wireless Access Point 4x4 (Outdoor)</b>	<b>Specifications:</b> <ul style="list-style-type: none"> <li>• Dual Radio Integrated Directional Antenna Outdoor AP</li> </ul> <b>Technology:</b> <ul style="list-style-type: none"> <li>• 802.11ax</li> <li>• Uplink and Downlink Orthogonal Frequency Division Multiple Access (OFDMA)</li> <li>• Multi-user, multiple input, multiple output (MU-MIMO)</li> </ul> <b>Maximum PHY rate:</b> <ul style="list-style-type: none"> <li>• 4.8 Gbps (5GHz)</li> <li>• 575 Mbps (2.4GHz)</li> </ul> <b>Security:</b> <ul style="list-style-type: none"> <li>• WPA3 and Enhanced Open security</li> </ul> <b>Radio Chain Streams:</b> <ul style="list-style-type: none"> <li>• 2x2:2/4x4:4</li> </ul> <b>Power:</b> <ul style="list-style-type: none"> <li>• Supports 802.3 POE</li> </ul> <b>Supported Standard:</b> <ul style="list-style-type: none"> <li>• 802.11a/g/n/ac</li> </ul> Equipment must be brand new Compatible with existing network/WLC Licenses should be included <b>Warranty:</b> The supplier shall provide a 3-year warranty which includes: replacement of equipment/parts, labor, software firmware updates.	1	unit			

No	Item	Agency Specifications	Qty	Unit	Statement of Compliance	Make Brand / Model	Reference
4	<b>Access Switch (For Building 5)</b>	<p><b>Specifications:</b></p> <ul style="list-style-type: none"> <li>Offers Layer 2 Switching Functionalities</li> </ul> <p><b>Ports:</b></p> <ul style="list-style-type: none"> <li>Access switch should have 24 ports GbE RJ-45 Power over Ethernet (PoE)</li> <li>Should have at least 550W PoE budget</li> </ul> <p><b>Layer 2</b></p> <ul style="list-style-type: none"> <li>Supports at least 4k VLANs</li> <li>Support at least 64000 MAC addresses</li> <li>Support Jumbo Frames at least 9k bytes</li> </ul> <p><b>Security:</b></p> <ul style="list-style-type: none"> <li>Supports Remote Authentication Dial-In User Service (RADIUS), Terminal Access Controller Access-Control System (TACACS/TACACS+), Access Control List (ACL)</li> <li>Supports secure communications to the management interface and system through Secure Shell (SSH) and Simple Network Management Protocol (SNMP)</li> </ul> <p><b>Manageability</b></p> <ul style="list-style-type: none"> <li>Integrated Web-based Management of Integrated Command Line Interface (CLI)</li> </ul> <p><b>Physical Attributes Power Supply and Fans</b></p> <ul style="list-style-type: none"> <li>Provided with rack mount kit</li> <li>With redundant power supplies</li> </ul> <p>Equipment must be brand new</p> <p><b>Warranty:</b> The supplier shall provide a 3-year warranty which includes: replacement of equipment/parts, labor, software firmware updates.</p> <p><b>Certifications:</b></p> <ol style="list-style-type: none"> <li>Certification accompanied with verifiable proof that the brand being offered has been in the Philippine Market for at least TEN (10) YEARS.</li> <li>To be performed by certified engineers/technicians (Certifications &amp; CVs required).</li> <li>Bidder must be Tier 1 partner of the proposed brand.</li> </ol>	1	unit			

\* Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-

referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

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

---

**Name of  
Company/Bidder**

---

**Signature over Printed Name of  
Authorized Representative**

---

**Date**

*[Handwritten signature]*  
*[Handwritten initials]*

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

- (f) 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; (Annex D) **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; (Annex E) **and**
- (h) 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; (Annex F) **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS) (Annex G); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) 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**

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence (Annex H);  
**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.

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

- (n) *[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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

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

**ANNEX D**

**STATEMENT OF (i) ONGOING CONTRACTS (ii) AWARDED BUT NOT YET STARTED CONTRACTS**

This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following ongoing and awarded but not yet started contracts:

<b>Contracting Party</b>	<b>Name of Contract</b>	<b>Date and Status of the Contract</b>	<b>Kind of Goods</b>	<b>Amount of Contract</b>	<b>Value of Outstanding Contracts</b>	<b>Date of Delivery</b>	<b>Purchase Order Number/s or Date of Contract/s</b>

\_\_\_\_\_  
Name and Signature of  
Authorized Representative

\_\_\_\_\_  
Date

**\*Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
  - i. The day before the deadline of submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) "Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID**

*This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following completed contracts within five (5) years prior to the date of submission and receipt of bids, a contract similar to the Project*

Contracting Party	Name of Contract	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	Please submit any of the following attachment: a. Copy of End User's Acceptance; OR b. Copy of Official Receipt's; OR c. Copy of Sales Invoice with Collection Receipt's

\_\_\_\_\_  
Name and Signature of  
Authorized Representative

\_\_\_\_\_  
Date

*\* Instructions:*  
a) *Cut-off date as of:*  
    (i) *Up to the day before the deadline of submission of bids.*  
b) *In the column under "Dates" indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.*  
c) *"Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.*

**BID SECURING DECLARATION FORM**

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

X-----X

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

To: *Technical Education and Skills Development Authority (TESDA)*

I/We<sup>2</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

---

<sup>2</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]  
[Insert Signatory's Legal Capacity]  
Affiant

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

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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

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

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

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

\*The identification card shall be at least one of the acceptable proofs of identity as identified under the provisions of the 2014 Rules on Notarial Practice

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

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification:

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by TESDA.

**OMNIBUS SWORN STATEMENT**

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

**AFFIDAVIT**

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the**

**Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended,  
or the Revised Penal Code.**

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

**[Jurat]**

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

*\*The identification card shall be at least one of the acceptable proofs of identity as identified under the provisions of the 2014 Rules on Notarial Practice*

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

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;*

*The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by TESDA.*

**JOINT VENTURE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This JOINT VENTURE AGREEMENT (hereinafter referred to as the "Agreement"), entered into this \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_ at \_\_\_\_\_ City, Philippines by and among:

\_\_\_\_\_, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

- and -

\_\_\_\_\_, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

- and -

\_\_\_\_\_ a foreign corporation organized and existing under and by virtue of the laws of \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

(Henceforth collectively referred to as the "**Parties**")

**WITNESSETH: That**

**WHEREAS**, the Technical Education and Skills Development Authority (TESDA) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of \_\_\_\_\_ for the \_\_\_\_\_;

**WHEREAS**, the parties have agreed to pool their resources together to form the "\_\_\_\_\_ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of TESDA-CO;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I  
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation — The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name — The name and style under which the JV shall be conducted is “ \_\_\_\_\_ ”;

SECTION 3. Principal Place of Business — The JV shall maintain its principal place of business at \_\_\_\_\_;

SECTION 4. Preparation and Documentation — The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the \_\_\_\_\_ in all biddings, related procurement transactions and other official dealings that it shall enter into with the TESDA-CO and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to TESDA-CO, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

**ARTICLE II  
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the TESDA-CO Bids and Awards Committee for the supply and delivery of \_\_\_\_\_ for the \_\_\_\_\_.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to TESDA-CO, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III  
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the TESDA-CO, and all other related activities/obligations, as described in Article II hereof, - the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV  
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution — The Parties shall contribute the amount of \_\_\_\_\_ (Php \_\_\_\_\_) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P .00
B.	-	<u>P .00</u>
TOTAL		P .00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing — The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions — Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss — In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V  
MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the TESDA-CO in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective-successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.  
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of \_\_\_\_\_ (indicate also the Province in the case of Municipality), this \_\_\_\_\_ day of \_\_\_\_\_ month & year) personally appeared the following:

Name ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of \_\_\_\_\_ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [ date issued], [place issued]  
IBP No. \_\_\_\_\_, [ date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

Note:

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

At least one current identification document issued by an official agency bearing the photograph and signature of the individual such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

**BID FORM FOR THE PROCUREMENT OF GOODS**  
**[shall be submitted with the Bid]**

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Date: \_\_\_\_\_  
Project Identification No.: \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if none, state "None" ) ]

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

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

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

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

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

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

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

**PRICE SCHEDULE FOR GOODS OFFERED FROM ABROAD**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Invitation to Bid<sup>3</sup> Number \_\_\_\_\_. Page \_\_\_\_\_ of \_\_\_\_.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (Specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

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

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

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

<sup>3</sup> If ADB, JICA and WB funded projects, use IFB.

**PRICE SCHEDULE FOR GOODS OFFERED FROM WITHIN THE PHILIPPINES**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from within the Philippines**

Name of Bidder \_\_\_\_\_ Invitation to Bid<sup>4</sup> Number \_\_\_\_ Page  
 \_\_\_\_\_ of \_\_\_\_.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

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

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

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

<sup>4</sup> If ADB, JICA and WB funded projects, use IFB.

**PERFORMANCE SECURING DECLARATION (Revised)**

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. ssuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

**[Jurat]**

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

**CONTRACT AGREEMENT FORM FOR THE PROCUREMENT OF GOODS (REVISED)**  
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WTNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees**

**that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

#### **Acknowledgment**

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

Republic of the Philippines



Government Procurement Policy Board