

PHILIPPINE BIDDING DOCUMENTS

IB 2021 – 102

PROVISION OF IP-PABX FOR METRO MANILA CENTER FOR HEALTH DEVELOPMENT (LOT BIDDING)

ABC: P 2,442,000.00

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

of the final document, although they contain instructions that the Procuring Entity should strictly follow.

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Department of Health

METRO MANILA CENTER FOR HEALTH DEVELOPMENT

INVITATION TO BID FOR

IB 2021 – 102

PROVISION OF IP-PABX FOR METRO MANILA CENTER FOR HEALTH DEVELOPMENT (LOT BIDDING)

1. The **DEPARTMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT**, through the **Sub allotment funds** intends to apply the sum of **TWO MILLION FOUR HUNDRED FORTY TWO THOUSAND PESOS ONLY (PHP 2,442,000.00)** being the ABC to payments under the contract for **PROVISION OF IP-PABX FOR METRO MANILA CENTER FOR HEALTH DEVELOPMENT (LOT BIDDING)** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DEPARTMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** now invites bids for the above Procurement Project. Delivery of the Goods is required *within the period specified under SECTION VI. Schedule of Requirements*. Bidders should have completed, *within three (3) years from the date of submission and receipt of bids*, a contract similar to the Project, The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 5183.

4. Prospective Bidders may obtain further information from **DEPARTMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** Mandaluyong City at BAC Office c/o BAC Secretariats and inspect the Bidding Documents at the address given below during office hours from 8:30 AM – 4:00 PM Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 04, 2021 to June 23, 2021**, from the address below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00) only.*

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

6. The **DEPARTMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** will hold a **PRE-BID CONFERENCE** on **JUNE 11, 2021 9:00 AM** at **MMCHD Amphitheater, Mandaluyong City**, and/or through video conferencing or webcasting *via* **CISCO WEBEX APPLICATION**, which shall be open to prospective bidders.
7. Bids must be duly received by the **BAC Secretariat** through (i) manual submission at the office address indicated below, on or before **JUNE 23, 2021, 9:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **JUNE 23, 2021 at 10:00 AM** at **the DOH-MMCHD Amphitheater, Mandaluyong City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **DEPARTMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** 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:

MMCHD, BAC Office
JEREMIAS FRANCIS Y. CHAN, MD, MPH
BAC CHAIRPERSON
BAC Secretariat c/o Ma. Rossana C. Fariñas
Block 6 Barangay Road, Welfareville Compound
Barangay Additional Hills, Mandaluyong City 1550
531-00-34/37 loc. 308
bacoffice@ncro.doh.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:
<http://ncroffice.doh.gov.ph/BidsAndAwardsCommittee>

JEREMIAS FRANCIS Y. CHAN, MD, MPH
BAC, Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **DEPARTMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** wishes to receive Bids for the **PROVISION OF IP-PABX FOR METRO MANILA CENTER FOR HEALTH DEVELOPMENT.** with **IB#2021-102**

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

2. Funding Information

2.1. The SAA through the source of funding as indicated below for 2021 in the amount of **TWO MILLION FOUR HUNDRED FORTY TWO THOUSAND PESOS ONLY (PHP 2,442,000.00).**

2.2. The source of funding is:

a. **Sub Allotment Funds with SAA# 2020-09-2432 & 2020-12-3379.**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. *Foreign bidders may be eligible to participate when any of the following circumstances exist:*
 - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
 - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of **Non- Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least Fifty- percent (50%) of the ABC.**
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **DOH-MMCHD Amphitheater, Mandaluyong City**, and/or through video conferencing or webcasting *via* **CISCO WEBEX APPLICATION** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting

Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) calendar days from the date of Opening of Bids*. 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.

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

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

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

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

- 19.4. The Project shall be awarded as follows:

Option 4- One project that is one lot or item, which 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

- 20.2. Within a non-extendible period of three (3) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause											
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Office cabling, termination, and installation of IP-PABX</p> <p>b. Completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</p>										
7.1	<i>Not Applicable</i>										
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <u>P 48,800.00</u> (amount equivalent to <i>two percent (2%) of ABC</i>), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <u>P 122,000.00</u> (amount equivalent to <i>five percent (5%) of ABC</i>), if bid security is in Surety Bond.</p>										
15	<p>Each Bidder shall submit on (1 original and two (2) copies of the first and second components of its bid: 1st copy marked as "ORIGINAL" 2nd copy mark as "COPY 1" 3rd copy- marked as "COPY 2". The financial component must be placed inside the YELLOW ENVELOPE</p>										
19.3	<p>The ABC is Two Million Four Hundred Forty Two Thousand Pesos Only (P 2,440,000.00). Any bid with a financial component exceeding this amount shall not be accepted.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Qty.</th> <th style="text-align: center;">Unit</th> <th style="text-align: center;">Total ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">PROVISION OF IP-PABX FOR METRO MANILA CENTER FOR HEALTH DEVELOPMENT</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Lot</td> <td style="text-align: center;">2,440,000.00</td> </tr> </tbody> </table>	Lot No.	Description	Qty.	Unit	Total ABC	1	PROVISION OF IP-PABX FOR METRO MANILA CENTER FOR HEALTH DEVELOPMENT	1	Lot	2,440,000.00
Lot No.	Description	Qty.	Unit	Total ABC							
1	PROVISION OF IP-PABX FOR METRO MANILA CENTER FOR HEALTH DEVELOPMENT	1	Lot	2,440,000.00							
20.1	<p>The Single/Lowest Calculated Bidder (S/LCB), shall submit one (1) set of original and two (2) sets of certified true copies as such by the issuing agency or the BAC Secretariat (The BAC Secretariat are authorized to certify your copy provided you brought your Original Copy) within the non-extendible period of three (3) days from receipt of the notification arranged, numbered and tabbed as enumerated below: 3 sets (Original and Copy 1 & Copy 2)</p> <p>1. Mayor's Permit, SEC/DTI, Tax Clearance, Financial Statement</p>										

	<p>(stamped received by the BIR)</p> <ol style="list-style-type: none"> 2. Certificate of Registration from BIR 3. Tax Returns for 6 months (latest) (Monthly & Quarterly) 4. Bid Bulletin 5. License to Operate 6. PhilGEPS registration (if Class A documents submitted during the submission and opening of bids) 7. And Other documents stated in BDS <p>Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements above or a finding against the veracity of such shall <u>be ground for forfeiture of the bid security and disqualification of the Bidder for award.</u></p> <p><u>NOTE:</u></p> <p>1) In case of a JVA, each joint venture partners shall submit the above cited Post-qualification Documentary Requirements (GPPB NPM 006- 2010 dated 04 February 2010).</p> <p>2) As the possible Single/Lowest Calculated Responsive Bidder (S/LCRB), please provide the BAC Office, soft copy in “Word” and in PDF the Technical Specifications you submitted during the Submission and Opening of Bids for the above-cited procurement project.</p> <p>3) All submitted documents during the Submission and Opening of Bids (original and the two (2) copies) by the S/LCB must be true copies of the original certified as such by the Bidder’s duly authorized signatory</p>
20.2	No further Instruction
21.2	No further Instruction

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

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

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
4	<p>The inspections and tests that will be conducted is:</p> <p>Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.</p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total ABC (Php)	Delivery Site	Delivered, Weeks/Months
1	Provision of IP-PABX for Metro Manila Center for Health Development	1	2,442,000.00	DOH-MMCHD	30 Calendar Days

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. 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></p>
	<p>PROVISION OF IP-PABX FOR METRO MANILA CENTER FOR HEALTH DEVELOPMENT (LOT BIDDING)</p> <p>ABC: P 2,442,000.00</p> <p>Scope of Works:</p> <ul style="list-style-type: none"> • Supply and installation of roughing-in materials. • Supply and installation of cabling materials and components. • Cabling Pulling and Termination. • Testing and Labelling • Documentation and Turn over <p>Source of Fund;</p> <p>SAA 2020-09-2432 SAA 2020-12-3379</p> <p>(See attached TOR for full breakdown of technical specifications)</p>	

TERMS OF REFERENCE

For the

**PROVISION OF IP-PBX FOR METRO MANILA CENTER
FOR HEALTH DEVELOPMENT (LOT BIDDING)**

TERMS OF REFERENCE

OVERVIEW

The Electronic Private Automatic Branch Exchange (EPABX) system of the Metro Manila Center for Health Development (MMCHD) is an old Analog System of telephony which caters all the local lines of the MMCHD. It has an existing number of 44 local lines and 9 trunk lines.

The proposed Internet Protocol-Private Branch Exchange (IP-PBX), a telecommunication device that provides voice connectivity over IP data networks. The technology includes advanced communications features, a significant dose of worry-free scalability and robustness to suit growing demands. The MMCHD is moving forward towards digital transformation which aims to upgrade the existing ICT facilities of the MMCHD. This project will eventually evolve into a Unified Communications System which will offer more applications and flexibility that will greatly benefit the MMCHD organization.

This project is intended to provide IP-PBX for Metro Manila Center for Health Development, located at Blk 6 Barangay Road, Welfareville Compound, Barangay Addition Hills, Mandaluyong City, 1550.

PURPOSE

The main purpose of this project is to provide IP-PBX for Metro Manila Center for Health Development.

PROPOSED DISTRIBUTION OF TELEPHONE LINES

IDF/MDF LOCATION	OFFICE BUILDING COVERED BY IDF/MDF	ESTIMATED NUMBER OF LINES	NO. OF 24-PORTS SWITCHES	No. OF DATA CABINET
Building 1- Ground Floor RLED Room	RLED Office	4	1	1
	HEMU Office	4		
	RESU Office	3		
	Legal Affairs Office	2		
	Cashier Office	1		
	Conference Room 1	1		
	Business Center	2		
	Head Guard Room	1		
Sub Total		18	1	1
Building 1 – Second Floor LHSD Room	LHSD Chief Office	1	1	1
	LHSD	6		
	RD Office	2		
	RUPMU Office	2		
	ARD Office	2		
Sub Total		13	1	1
	Server Room	1		
	Library	1		
	KMITS Technical	2		

Building 2 – Server Room	KMITS Programmer	1	1	0
	KMITS Records Receiving	1		
	KMITS Records File Room	1		
	Head FOC Room	1		
	FOC	3		
	Amphitheatre	1		
	Conference Room 2	1		
	Clinic	1		
	Coop	1		
	HFECMU	2		
	GSS Office	2		
	Dorm Stairs	1		
	Dorm 2nd Floor Lobby	1		
	RD Dorm Room	1		
Sub Total		22	1	0
Building 3 – Ground Floor HRDU Room	HRDU Office	2	1	1
	SAO Office	1		
	COA Office	2		
	BAC Office	2		
	Supply Office	2		
	Building 3 Lobby	1		
Sub Total		10	1	1
Building 3- Second Floor MSSD Proper	CAO Office	2	1	1
	MSSD Proper	3		
	Personnel Office	3		
	Budget Office	2		
	Accounting Office	2		
Sub Total		12	1	1
GRAND TOTAL		75	5	4

PROJECT REQUIREMENTS

A. 1 LOT IP-PBX TELEPHONE SYSTEM

TECHNICAL SPECIFICATION

	Statement of Compliance
	Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not

	<p>Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</p>
<ul style="list-style-type: none"> • Processor: Intel Atom D2500, Dual Core, 1.86GHz 	
<ul style="list-style-type: none"> • Minimum of 200 users 	
<ul style="list-style-type: none"> • Up to 85 concurrent calls 	
<ul style="list-style-type: none"> • Include SIP Trunk connectivity (minimum of 10 lines) 	
<ul style="list-style-type: none"> • Easy-to-use Web interface 	
<ul style="list-style-type: none"> • RAM: Minimum of 2 GB 	
<ul style="list-style-type: none"> • Mass Storage: 500 GB SSD or more 	
<ul style="list-style-type: none"> • Echo Cancellation module: Voice enhancement & echo cancellation 	
<ul style="list-style-type: none"> • Softphone Mobile App (Android/IOS) 	
<ul style="list-style-type: none"> • Call Center Features 	
<ul style="list-style-type: none"> • Real-Time Supervision for Call Center 	
<ul style="list-style-type: none"> • Call Center PBX Statistics Reporting 	
<ul style="list-style-type: none"> • Unlimited voicemail boxes, hunt groups, call center groups, and auto attendants IVR 	
<ul style="list-style-type: none"> • Basic built-in call center with call recording, barge and whisper 	
<ul style="list-style-type: none"> • Hot-Desking 	
<ul style="list-style-type: none"> • Sophisticated Classes of Service for enhanced security 	
<ul style="list-style-type: none"> • Emergency notification module 	
<ul style="list-style-type: none"> • Endpoint manager 	
<ul style="list-style-type: none"> • CDR (Call Details Record) 	
<ul style="list-style-type: none"> • Remote extensions 	

• Voicemail	
• Voicemail to email	
• Conference rooms	
• Follow me	
• Time-based routing	
• Music-on-hold	
• Built-in expansion options like hunt group, voice mailboxes	
• Cell phone integration	
• PSTN or Digital Failover	
• Shared voice/fax line	
• Voice conference bridges	
<ul style="list-style-type: none"> • 2 PCS. – Executive Gigabit IP Phone with softphones <ul style="list-style-type: none"> ➤ HD audio with Harman speaker and wideband codec G.722 and Opus ➤ 4.3-inch 480x272-pixel color display ➤ Two 2.4-inch 320x240-pixel color side display ➤ 20 SIP lines ➤ 60 DSS keys, 5-line keys with LED light ➤ Dual Gigabit port, PoE integrated ➤ Built-in Bluetooth ➤ Support wireless headset ➤ Support IPv4, IPv6 protocol 	
<ul style="list-style-type: none"> • 67 PCS. – Advanced Gigabit IP Phone with Softphones <ul style="list-style-type: none"> ➤ HD audio with wideband codec G.722 and Opus ➤ High-definition 2.8-inch 320x240-pixel color display ➤ 6 SIP lines ➤ 3-line keys with LED light ➤ Dual Gigabit port, PoE integrated ➤ Support wireless headset ➤ Support IPv4, IPv6 protocol 	
<ul style="list-style-type: none"> • 5 PCS. – Advanced Gigabit IP Phone with Softphones (additional units) <ul style="list-style-type: none"> ➤ HD audio with wideband codec G.722 and Opus ➤ High-definition 2.8-inch 320x240-pixel color display ➤ 6 SIP lines ➤ 3-line keys with LED light ➤ Dual Gigabit port, PoE integrated ➤ Support wireless headset 	

Support IPv4, IPv6 protocol	
<ul style="list-style-type: none"> • 6 PCS. – Smart Business IP Phone with Camera and Softphones <ul style="list-style-type: none"> ➤ 7 inch (1024 x 600) capacitive adjustable touch screen ➤ Runs Android minimum of 5.1.1 version or higher ➤ Built-in Bluetooth ➤ Built-in 2.4G/5G Wi-Fi ➤ USB 2.0 port for USB headset, media and storage ➤ Opus codec support ➤ Wall-mountable ➤ Dual Gigabit port, PoE integrated ➤ Support wireless headset ➤ Support IPv4, IPv6 protocol 	
<ul style="list-style-type: none"> • GSM Gateway <ul style="list-style-type: none"> ➤ 4-ports ➤ For 4 SIM CARDS. Mobile Calling 	
<ul style="list-style-type: none"> • Uninterruptible Power Supply <ul style="list-style-type: none"> ➤ 1000VA/900W, 230V/50Hz 	

B. 1 LOT IP-PBX TELEPHONE CABLING (PREMIUM LINE)

LOCATION	QTY	
Building 1 <ul style="list-style-type: none"> • 24-Port Cat6 Patch Panel Loaded • Cable Management 19" • CAT6 UTP Cable 4-pair 305m • CAT6 Information Outlet • Faceplate Simplex • CAT6 Slimline Patch cord 2m • CAT6 Slimline Patch cord 3m • Wall-mounted Network Cabinet (600mm x 600mm x 18U Front Glass with small lock, 2 Side Panels, with 2 fans and 1 pc. 6-way rack mount Power Distribution Unit) 	<p>2</p> <p>2</p> <p>5 or more</p> <p>31</p> <p>31</p> <p>31</p> <p>2</p>	
Building 2 <ul style="list-style-type: none"> • 24-Port Cat6 Patch Panel Loaded • Cable Management 19" • CAT6 UTP Cable 4-pair 	<p>1</p> <p>1</p> <p>4 or more</p>	

<ul style="list-style-type: none"> 305m • CAT6 Information Outlet • Faceplate Simplex • CAT6 Slimline Patch cord 2m • CAT6 Slimline Patch cord 3m 	22 22 22 22	
Building 3 <ul style="list-style-type: none"> • 24-Port Cat6 Patch Panel Loaded • Cable Management 19" • CAT6 UTP Cable 4-pair 305m • CAT6 Information Outlet • Faceplate Simplex • CAT6 Slimline Patch cord 2m • CAT6 Slimline Patch cord 3m • Wall-mounted Network Cabinet (600mm x 600mm x 18U Front Glass with small lock, 2 Side Panels, with 2 fans and 1 pc. 6-way rack mount Power Distribution Unit) 	2 2 4 or more 22 22 22 2	
Network PoE Switches <ul style="list-style-type: none"> • 24-ports Managed PoE 10/100/1000 with Gigabit SFP 	5	

SCOPE OF WORKS

The scope of works shall not in any way limit the true intent of the project. It shall be the responsibility of the bidder/contractor to incorporate any works or other incidental expenses that the contractor deems necessary to satisfy the true intent of the project to the best engineering standard and practices. The bidder/contractor must have full knowledge of the project, work and site condition, and have reviewed the true intent of the project and bid documents, and thus warrants the availability of the labor, works, specialties of the system, parts and other materials needed to complete IP-PBX project.

General Conditions

1. The contractor shall be responsible for the site-survey, system design, detailed engineering, cable routes, electrical civil works, grounding and lightning protection system, supply of all related goods and providing all related services including delivery, furnishing of materials, parts, labor, tool, equipment, test instruments, apparatus, all software permit/licenses and provision of other engineering services, assembly, installation, calibration, optimization, software, testing, commissioning, test run, documentation, warranty, training, complete in all respect for implementation and accomplishment of the project.
2. The contractor shall be responsible for installation of other pertinent item/materials such as cable and electrical system lay-out. The contractor shall submit proposed design for the approval of MMCHD.

3. The contractor shall ensure that the installation of equipment in every office will be done so as to present neat and clean appearance. All inter bays, power supply and other cables shall be routed through cable trays. All through wall openings, trenches etc. shall be properly sealed to prevent entry of rodents, insects and foreign materials.
4. The contractor does not in any way limit its work to the listed work but to the extent of complete commissioning and acceptance of the project. The contractor shall also perform other related work/s, if necessary, and provide other materials, equipment or systems not listed in the project but is necessary for the completion and commissioning of the project.
5. The contractor shall be responsible to any damages that may be incurred during the installation of the project and shall make necessary repair/renovation if necessary.
6. The contractor is advised to collect relevant information and details (at their own expense), prior to the submission of bid proposal.

A. Pre-Installation

The contractor shall provide detailed work plan with timeline specifying installation, design, detailed activities and other monitoring charts and program evaluation review.

B. Actual Installation

1. While waiting for the importance of equipment (IP-PBX System), the winning bidder shall supply and install LAN cables per building, between the IP-PBX Server and remote sites.
2. Upon delivery of the IP-PBX System, the winning bidder shall install the equipment at the Building 2 – Server Room.
3. Nine (9) existing trunk lines must be transferred to IP-PBX System for outgoing/incoming calls.
4. Prior to the installation and testing of the IP-PBX System training of personnel manning the system shall be conducted.
5. Complete delivery, installation, configuration and commissioning within 30 calendar days from the receipt of the notice to proceed.

C. Configuration, Test and Evaluation Procedure

1. Configure IP-PBX System, gateways, distribution switch and network adaptors that enable access as one system.
2. Assign and program IP Phone sets contact number as determined by MMCHD.
3. Testing and Evaluation procedure shall be in accordance with the approval of MMCHD.
4. Functional test shall be in accordance with the requirements stipulated in this TOR.

D. Acceptance

Certificate of Acceptance shall be issued upon completion of Test and Evaluation.

E. Other Requirements

E.1 Warranty/Guarantee

1. The warranty period shall start upon acceptance of the whole project.

2. Warranty Certificate from the Manufacturer ensuring that the equipment to be supplied are all original and brand new.
3. To ensure continuous operations in any case of system error or any defect that may occur, the contractor shall provide personnel for the maintenance, repair, configuration, programming, inspection and/or repair of the IP-PBX System on-site or remotely during the warranty period.

- 3.1 Telephone Technical Support Service – MMCHD technical personnel to refer/consult through telephone concerning minor malfunction encountered in IP-PBX Equipment and provide immediate solution to the problem.
- 3.2 On-site Technical Support – the contractor upon receipt of service/trouble call shall provide On-site Technical Support. The contractor shall respond to the fault within 24-hours upon notification.
- 3.3 Personnel capable of troubleshooting, programming, configuring, and maintaining the IP-PBX System including the required tools, maintenance spares, hardware, software, materials etc., for the rectification of any problem.

4. The IP-PBX server, Media Gateway, Switches, Video Phones and IP Phones shall only be allowed to be repaired at a maximum of three (3) times within the warranty period or it will be replaced by a brand new one. Service unit shall be provided during the repair of the equipment.

E.2 Other Services

1. The Contractor shall perform additional works as may be requested by the MMCHD related to the scope of the project such as but not limited to relocation of post, relocation of IP Phone as determined by each office and reconfiguration/reprogramming of IP Phones during the warranty period.
2. If in case the MMCHD Server Room, IDF in each building transfer to a new building or location the contractor may provide services in the aid of the technical personnel of MMCHD within the warranty period.
3. The contractor shall provide training to twenty (20) personnel manning the system.
4. The contractor must assure the availability of major components or equivalent for at least ten (10) years upon acceptance of the project.
5. The contractor shall provide basic tools for testing and maintenance which include cable LAN tester, crimping tools, cable tester, multi-tester, gun tucker, pliers (long nose, cutter and flat nose) and screw drivers.
7. The Contractor may recommend, in writing subject to approval of the BAC thru the recommendation of the TWG and MMCHD, any proposed or any necessary adjustments, alternate solution, design, modifications, changes, corrections, adjustment needed to complete the system or if there are certain conditions that may hamper the execution of the project or will make it impossible to execute or complete a particular task/work, provided that said solution/modification will be equal or better than the minimum specifications and/or parameters specified in the TOR.
8. There must be a single source point person in case of any fault or complications experienced and/or any queries.

TERMS OF PAYMENT

IP PBX Telephone System

The budget for PBX system is Sixty-seven thousand pesos (Php 67,000.00) monthly (Inclusive of Tax) for five (5) years, service and PBX System rental, with one-time termination fee off Five-thousand pesos (Php 5,000.00) Payment will be done on monthly basis. Statement of account will arrive in the 1st week of the preceding month.

IP PBX Telephone Cabling

The budget for the LAN Cabling and Equipment is one million seven hundred thousand pesos (Php 1,700,000.00) payable upon completion of the project and inclusive of all government taxes and charges.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

In consideration of the limited access to financial institutions, regulatory and other offices, as well as the implementation of government restrictions on transport and travel, Acceptability of the recently expired Mayor's or Business permits and the Official Receipt as proof that the Bidder has applied and paid for the renewal of the permit; Provided that, the current and valid Mayor's or Business Permit as renewed; will be submitted by the bidder with the LCRB after the award of contract but before payment (GPPB Circular 09-2020)

- 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

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications and schedule of requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority

to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) 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**
- (k) 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

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

II. FINANCIAL COMPONENT ENVELOPE

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