

PHILIPPINE BIDDING DOCUMENTS

Procurement of Lease of Internet Protocol (IP) Phones with Managed Cloud-Based Private Branch Exchange (PBX) Solution

PB-GS-18-2024

**Approved Budget for the Contract:
Nineteen Million One Hundred Six Thousand Pesos
(PhP 19,106,000.00) Only**

**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.



INVITATION TO BID FOR THE
Procurement of Lease of Internet Protocol (IP) Phones with
Managed Cloud-Based Private Branch Exchange (PBX) Solution

1. The Department of Foreign Affairs (DFA), through the FY 2024 General Appropriations Act, intends to apply the sum of Nineteen Million One Hundred Six Thousand Pesos (PhP 19,106,000.00) only being the Approved Budget of the Contract (ABC) to payments under the contract for the *Lease of Internet Protocol (IP) Phones with Managed Cloud-Based Private Branch Exchange (PBX) Solutions* with Identification Number PB-GS-18-2024. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Foreign Affairs (DFA) now invites bids for the above Procurement Project. Delivery of the Goods is required within forty-five (45) working days from the receipt of the Notice to Proceed (NTP). 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 DFA and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays, 8:00 A.M. to 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on 13 November 2024 from the given address and website(s) 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 Twenty-Five Thousand Pesos (PhP 25,000.00) only. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through email at bac.secretariat@dfa.gov.ph.

6. The DFA-BAC has scheduled the following activities for the said Project:

Pre-bid	Deadline for Submission and Receipt of Bids	Bid Opening	Post Qualification
20 November 2024, Wednesday, 3:00 PM	04 December 2024, Wednesday, 9:00 AM	04 December 2024, Wednesday, 10:00 AM	06 December 2024, Friday, 11:00 AM
Venue: All Procurement Activities shall be conducted in-person and through in-person and/or online video conference.			

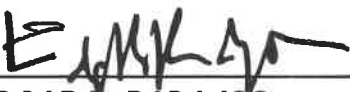
The *Department of Foreign Affairs* will hold a Pre-Bid Conference on 20 November 2024, Wednesday, 3:00 PM through in-person and/or video conferencing which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 04 December 2024, Wednesday, 9:00 A.M. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on 04 December 2024, Wednesday, 10:00 A.M. via in-person and online video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The DFA 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:

DFA-BAC Secretariat
 Department of Foreign Affairs 12th Floor
 DFA Main Building
 2330 Roxas Boulevard, Pasay City 1300
 Tel. No. 8834-4060 or 8834-4823
 Email address: bac.secretariat@dfa.gov.ph

12. You may visit the following websites for downloading of Bidding Documents:
<https://dfa.gov.ph/transparency-dfa/procurements>.

12 November 2024



EDGAR B. BADAJOS
Assistant Secretary and
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 Department of Foreign Affairs (DFA) wishes to receive Bids for the *Lease of Internet Protocol (IP) Phones with Managed Cloud-Based Private Branch Exchange (PBX) Solution* with Identification Number *PB-GS-18-2024*.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2024* in the amount of Nineteen Million One Hundred Six Thousand Pesos (PhP 19,106,000.00) only.

2.2. The source of funding is NGA, the General Appropriations Act.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- 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.
- 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 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 Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility

criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 Revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 Revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. 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 through online video conference 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 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 Philippine Pesos.

14. Bid Security

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

14.2. The Bid and bid security shall be valid for one hundred twenty (120) calendar days. 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 (1) original and two (2) copies of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **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. The Project shall be awarded as One (1) Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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	For this purpose, contracts similar to the Project shall be cloud-based IP-PBX solution completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is allowed.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Three Hundred Eighty-Two Thousand One Hundred Twenty Pesos (PhP 382,120.00) only,, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Nine Hundred Fifty-five Thousand Three Hundred Pesos (PhP 955,300.00) only, if bid security is in Surety Bond.
15	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its Bid.
20.1	Licenses and permits relevant to the Project and required by law.
21.1	The DFA-BAC reserves the right to require additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.

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. 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.

7. No Employer-Employee Relationship

This Contract does not establish any employer-employee relationship between the Procuring Entity, the Supplier, being an independent supplier, and the latter's employees, agents, representatives, or subcontractors.

8. Indemnity

The Supplier shall hold the Procuring Entity free and harmless from, and hereby binds and obligates itself to indemnify the Procuring Entity for, any and all liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Contract, due to the fault, negligence, act, omission, delays, conduct, breach of trust, or non-observance or violation of any provision of this Contract by the Supplier and/or of its employees, agents, representatives, or sub-contractor.

9. Confidentiality

Except as required by law or pursuant to prior written consent, the Supplier agrees to keep confidential and not disclose any information or document of the Procuring Entity or which the Procuring Entity designated the information as confidential. The Supplier shall take all reasonable steps to ensure its

employees, contractors, agents and advisers comply with this clause. This clause shall survive the termination of this Contract.

10. Force Majeure

The Procuring Entity and the Supplier shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, strikes, lock outs, labor disputes, material shortages, riots, war, government regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The obligations of the Procuring Entity and the Supplier insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Contract.

11. Data Privacy Act

The Supplier and its personnel are required to observe the provisions of Republic Act no. 10173 or the Data Privacy Act of 2012 in handling information obtained from the DFA. In addition, the Supplier and its personnel shall be responsible for the destruction of all the data secured from the Procuring Entity after the termination of this Contract.

12. Assignees and Successors

This Contract shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the Supplier shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the Procuring Entity.

13. Third Party Contracts

Any other contract or agreement entered into by the Supplier and a third party for the implementation of this Contract, shall be exclusively between such parties, to the exclusion of the Procuring Entity. The Contractor warrants that it shall hold free and harmless the Procuring Entity from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the conduct or completion of the project.

14. Waiver of Rights

No failure, omission or delay of any of the Parties in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Contract shall be valid unless made

in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

15. Dispute Resolution and Venue of Action

The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Contract through negotiations.

In the event that an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other Party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.

Nothing in this Agreement shall prevent the parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, to the exclusion of other courts.

16. Amendment

Any amendment of the Contract shall be mutually agreed upon by the Parties in writing.

Should the Procuring Entity require, amendments to the Contract shall be subject to a written agreement of the Parties and in accordance with existing procurement laws and government accounting and auditing rules and regulations.

17. Separability Clause

The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions.

If any term or condition of this Contract is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

18. Governing Law

The validity and interpretation of the terms and conditions of this Contract shall be governed by and construed in accordance with the laws of the Philippines.

19. Entire Agreement

Both Parties acknowledge that this Contract and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof.

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>The delivery terms applicable to this Contract are delivered in the Philippines 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 the Office of Asset Management and Support Services-Information and Communications Technology Division (OAMSS-ICTD).</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> <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

- 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.
- f. As stated in the technical specifications.

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period as agreed by the parties.

Spare parts or components shall be supplied as promptly as possible, as agreed by the parties.

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
	<p>Regular and Recurring Services –</p> <p>The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider</p>

	shall be conducted in accordance with Section VII. Technical specifications.
2.2	<p>The terms of payment shall be as follows:</p> <ol style="list-style-type: none"> 1. The Procuring Entity may determine the terms of payment for the delivery of the Goods. Payment shall be made based on the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. 2. Payments shall only be processed after the delivery and formal acceptance of the goods by the Procuring Entity, ensuring compliance with the specified quality and quantity requirements. 3. The Contractor shall submit all payment requirements to the Department upon successful delivery and installation of the IP phone units and the cloud-based PBX system, as well as the completion of system testing and acceptance. 4. The Department reserves the right to withhold payment if the delivered system does not meet the specified requirements, fails to pass acceptance testing, or has outstanding issues that the contractor needs to address prior to payment. 5. The payment shall be made within thirty (30) working days upon full implementation of the system and receipt of the invoice with complete requirements through the List of Due and Demandable Accounts Payable (LDDAP). 6. All payments shall be inclusive of all applicable taxes and other lawful charges.
4	The inspections and tests that will be conducted are as agreed upon by the Parties.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months

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.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

TECHNICAL SPECIFICATIONS

Lease of Internet Protocol (IP) Phones with Managed Cloud-Based Private Branch Exchange (PBX) Solution

I.	<p>BACKGROUND</p> <p>The Department of Foreign Affairs (DFA) seeks to modernize its telecommunications infrastructure by leasing Internet Protocol (IP) Phones integrated with a Managed Cloud-Based Private Branch Exchange (PBX) solution. The current system has become outdated, affecting efficiency and scalability. A cloud-based IP-PBX solution will eliminate the need for on-premises hardware, reducing overall capital expenditure while ensuring a reliable, flexible, and scalable communication platform. Key features such as voicemail, call forwarding, auto-attendant, and remote access will enhance operational efficiency and adaptability, particularly in supporting remote and hybrid work environments. This solution will also strengthen security through encryption and advanced user authentication protocols. The approved budget cost is Nineteen Million One Hundred Six Thousand Pesos (Php 19,106,000.00), including all applicable taxes.</p>	
II.	<p>OBJECTIVE</p> <p>This procurement aims to acquire IP phones with a cloud-based unified communications platform to serve as the DFA's IP-PBX system. The system seeks to enhance communication capabilities by offering advanced features, improving manageability, and ensuring flexibility and scalability. By adopting this solution, the DFA will benefit from seamless real-time collaboration while significantly reducing maintenance and operational costs.</p>	
III.	SCOPE OF WORK	Compliance
	<p>A. General Requirement</p> <p>The service provider shall:</p> <ol style="list-style-type: none"> 1. Provide a dedicated network for the Cloud PBX VoIP System with a minimum bandwidth of 60 Mbps. 2. Design, supply, deliver, configure, and provide test procedures to commission the cloud-based unified communication system and all the necessary modules for this project. 3. If possible, separate voice and data on logically different networks. Use different VLANs or subnets with separate voice and data traffic address blocks. <ol style="list-style-type: none"> a. Voice and data networks should work seamlessly with each other. 	

	<ul style="list-style-type: none"> b. Strong security, authentication, and access control should protect the voice gateway system like any other critical IP-PBX, VoIP, and network component. c. Ensure strong security measures are in place to mitigate all potential threats to Cloud PBX, VoIP, and network systems. d. Ensure that Cloud PBX packets/traffic can pass through future software and hardware-based firewalls in DFA. <p>4. In terms of system architecture, the DFA Cloud PBX will have the following attributes;</p> <ul style="list-style-type: none"> a. Flexibility - The system should easily integrate into any existing voice or data network, such as DFA ICT devices, and support various DFA applications, services, and security implementations. b. Scalability - The system should be highly modular and scalable, capable of scaling to full-blown IP telephony with a single management application, complete feature consistency, cost-effective hardware, and centralized or distributed intelligence. c. Management system - The system management should have a user-friendly, well-organized, and easy-to-navigate Graphic User Interface (GUI). It should provide event logs, notifications, reports, diagnostic tools, and IP statistics counters for troubleshooting. d. Integrity & Security - The system must protect data privacy and voice integrity against VOIP security threats. <p>5. Provide all the necessary equipment, modules, and devices for implementing, commissioning, and deploying this project.</p> <p>6. Assist the DFA Network Administrator in configuring the existing switches to ensure a high Quality of Experience for the End Users.</p> <p>7. Include PoE network switches for SIP phones. They must be integrated with the core switch using routing protocols and serve as gateways for access switches and end-users.</p> <p>8. Ensure that administrative and management tools are provided for the proposed Cloud Unified Communication System.</p> <p>9. Define administrative and system security policies, practices, and codes.</p> <p>10. Test and debug system.</p>	
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	<p>11. Prepare a hardened system and turn over of administrative rights to the DFA.</p> <p>12. Train administrators to efficiently manage and maintain the Cloud PBX and network equipment, including installation, configuration, operation, and maintenance of major components, voice equipment, hard phones, and softphones.</p> <p>13. Other necessary works and materials may have been omitted here, but they are essential to putting the system in operation, completing the work to commission and implement it within the required period, and ensuring its timely completion.</p>	
	<p>B. Technical Specifications</p> <p>1. System Specifications for Hosted/Cloud PBX VOIP System</p> <p>a. Provide a cloud-based PBX solution that meets the following requirements.</p> <ul style="list-style-type: none"> - Provide a VoIP telephony system for a period of one year. - Should support the requirement of 20 SIP trunk sessions and be capable of expanding additional multi-telco platforms (SIP trunks, ISDN-PRI, analog trunking, cellular gateways) when subscribed additionally. - Must be able to retain DFA Pilot Number 8834-4000 via SIP. - Multi Level Auto Attendant IVR (Interactive Voice Response) with a minimum of five (5). - Ability to have teleconferencing. - Provide a system that prevents unauthorized persons from registering and using extensions. - The solution should allow users to report on caller activity per user and identify personal calls from work-related calls. Reporting functionality should be via a web interface. - Provide a system that will only allow staff to dial international calls if prior permission is obtained. - The system must assign users a Personal identification number (PIN) or Account Code. - Provide printouts of calls made per extension/PIN Code or account code as required. 	

	<ul style="list-style-type: none"> - Provide a system that prints monthly statements for each PIN or Account Code. - Provide basic user training to users and system administrators on operating the phones, generating reports, changing users, and subscribing to basic features. - Provide transparent fault reporting, escalation plan, and turnaround time to resolve logged calls. - Ability to provide remote support to the system. - The solution should work on any SIP-capable IP Phone. - With a Local presence in the Philippines (the Data Center should be in the Philippines) - The system should have a Call Detail Report (CDR) capability. - The equipment supplied must not pose an unacceptable risk to national security. - It must have a secure operating system (OS) that is not based on open-source Asterisk software. - Allow bandwidth management feature to measure and report consumed/ available bandwidth. - Must have a Call Admission Control feature to reject new calls if the consumed bandwidth exceeds the maximum configured levels. - Must have a remote alarm feature that provides e-mail notifications to up to 10 e-mail addresses - Must have diagnostic software that monitors the following status of all IP phones: IP/MAC address, state, link lost, load revisions, codec, packet view/history, and call statistics - Must support IPv6 (dual stack), FQDN, and SNMPv3 support - Must support Session Initiation Protocol (SIP), IEEE (802.1p/q), and IETF (DSCP) standards - Must support the following encryption and security protocols: TLS, SRTP, AES, SDES, X.509, OCSP, RSA, and SHA-384 - Must support the following management access and protocols: Web GUI, SSH, SNMP, HTTPS, Syslog, and TFTP 	
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	<ul style="list-style-type: none"> - Must support the following networking protocols and standards: IPv4, IPv6, PPPoE, 802.1q, 802.1x, LLDP-med, QoS, DHCP server and client <p>b. Must support the following PBX features:</p> <ul style="list-style-type: none"> - Account Codes - Auto-attendant (multi-level) - Automatic Call Distribution (ACD) - Advice of Charge - Answer Plus - Attendant Call Answering Priority - Attendant Metered Calls - Auto-Answer - Bandwidth Management - Callback - Call Pickup - Call Forwarding (Busy, Delay, Forced, and Follow-me) - Call Forking - Call Privacy - Call Screening - Caller Line Identification Presentation - Class of Restriction - Class of Service - CLI Substitution - Conference - Day/Night Service - Direct Inward Dialing (DID) - Direct Outward Dialing (DOD) - Direct Inward System Access (DISA) - Emergency Services - Flexible Answer Point - Group Presence - Hot Desking - Hotline - Integrated Directory Service - Intercept Handling - Last Group Member Routing - Location Based Accounting - Malicious Call Trace - Message Board - Music On Hold - Off-hook Detection - Paging - Phone Lock - Ring Groups - Silent Coach and Monitor 	
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- Simple Network Time Protocol
- Serial Call
- Scheduled Backups
- Scheduler
- Tag Call
- Traffic Reporting

2. Systems Specifications for IP Desk Phones (Entry-level phones):

- Must have at least three (3) programmable keys
- Must have dual 10/100 Mbps Ethernet ports
- Must support Power over Ethernet (PoE) Class 1
- Must have contrast adjust and auto-dimming features
- Must have a 4-way navigation key
- Must have a full-duplex speakerphone
- Must support the following codecs: G.711, G.722, G.722.1, G.729A
- Must support high-quality (Hi-Q) wideband audio
- Must support 128-bit AES encryption
- Must include the following function keys: Hold, Redial, Cancel, Volume Up/Down, Ringer Up/Down, Transfer, Conference, Call Me Back, Phonebook, and Mute
- Must support the following environmental and regulatory standards:
 - FCC: Part 15 Class B;
 - CE: EN 55032; EN 55035; EN 61000-3-2; EN 61000-3-3; EN 62368-1;

3. Systems Specifications for Operator Phones

- Must have at least 96 programmable soft keys
- Must have dual Gigabit Ethernet ports
- Must support dual-band Wi-Fi (2.4GHz / 5GHz) 802.11 a/b/g/n
- Power consumption must not exceed 9.9W (Worst Case Maximum)
- Must have contrast adjust and auto-dimming features
- Must support touch-based navigation
- Must have a full-duplex speakerphone
- Must support the following codecs: G.711, G.722, G.722.1, G.729A
- Must support high-quality (Hi-Q) wideband audio
- Must support 128-bit AES encryption

	<ul style="list-style-type: none"> - Must support a minimum of 10 adjustable ringtones - Must include the following function keys: Hold, Redial, Cancel, Volume Up/Down, Ringer Up/Down, Transfer, Conference, Call Me Back, Phonebook, Mute, Multi-line, and Message - Must support the following environmental and regulatory standards: <ul style="list-style-type: none"> - EMC: FCC Part 15 Subpart C - Safety: UL 60950-1 - Must support the following headset connections: USB, Bluetooth, and DECT cordless headsets - Must have a USB port for mobile charging - Must support Bluetooth version 5.2 - Must support PC audio integration via Bluetooth - Must have a cordless handset - Must be of the same brand as the proposed IP-PBX system <p>4. Systems Specifications for Eighteen (18) pieces of PoE switches with 48 ports.</p> <ul style="list-style-type: none"> - Must have 48 RJ-45 port with IEEE 802.3af/at - Must support the following network protocols: IPv4, IPv6, IEEE 802.3, IEEE 802.3i, IEEE 802.3u, IEEE 802.3ab, IEEE 802.3z, IEEE 802.3ae, IEEE 802.3az, IEEE 802.3ad, IEEE 802.3x, IEEE 802.1p, IEEE 802.1Q, IEEE 802.3AB, IEEE 802.1p, IEEE 802.1D, IEEE 802.1s, IEEE 802.1w, IEEE 802.1x - Must support 32K static, dynamic, and filtering MAC addresses, - Must support 4K VLANs, port-based VLAN, IEEE 802.1Q VLAN tagging, voice VLAN - Must support Spanning tree, 64 instances for STP/RSTP/MSTP - Must support Port priority, Priority mapping, and Queue scheduling, including SP, WRR, WFQ, SP-WRR, and SP-WFQ, - Must support 4K ACL for Ethernet, IPv4, and IPv6 - Must support user hierarchical management and password protection, HTTPS, SSH, Telnet - Must support 802.1X authentication - Must support AAA authentication including RADIUS, TACACS+ - Must support port isolation, port security, sticky MAC - Must support MAC address filtering 	
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	<ul style="list-style-type: none"> - Must support IP source guard, DoS attack prevention, ARP inspection - Must support DHCP Snooping - Must support Kensington Security Slot (Kensington Lock) - Compliant with FCC, CE, RCM, IC, UKCA - Support management by Web GUI, CLI (Console, Telnet, SSH), and SNMP(v1/v2c/v3) 	
IV.	<p>IMPLEMENTATION ARRANGEMENTS</p> <p>A. Within the Project duration, the DFA shall:</p> <ol style="list-style-type: none"> 1. Provide a technical working committee to supervise and monitor the project. 2. Provide a technical contact person. 3. Assist in coordinating with and issuing instructions as necessary or appropriate to other government agencies for the prompt and effective implementation of the services. 4. Approve the supplier's proposed working schedule. 5. Provide temporary ID, permit, or pass to all personnel involved in the installation. 6. Grant authorized representative access to premises, equipment, and all facilities located therein to perform the supplier's obligations. 7. Make prompt review and revision, if necessary, which shall be not later than ten (10) working days from receipt of the work produced. 8. The contractor will be paid the amount due him upon presentation of the requisite documents and upon receipt of claims supported by documents subject to acceptance by the DFA. <p>B. Within the Project duration, the winning Contractor/ Supplier shall:</p> <ol style="list-style-type: none"> 1. Supply and deliver 570 Session Internet Protocol (IP) phone units, compatible hardware, and licenses required for the Managed Cloud-Based Private Branch Exchange (PBX) solution, ensuring full functionality upon installation. 2. Ensure all equipment and software provided are new, of the latest model, and free from any defects. 3. Design, configure, and deploy a cloud-based PBX solution tailored to the DFA's communication needs, 	

	<p>ensuring optimal performance and full system functionality. A 20 SIP Session and existing DFA Pilot Number 8834-4000 is required.</p> <ol style="list-style-type: none"> 4. Set up call routing, voicemail, auto-attendant, and other essential PBX features based on the DFA's specific operational requirements. 5. Perform services professionally based on industry standards and always protect the interest of the government in general and the DFA in particular. 6. Perform migration plan as agreed by DFA for the transition of the new PABX system. 7. Provide detailed contact information for the following: <ol style="list-style-type: none"> a. Project Manager: responsible for managing and overseeing the project's day-to-day operations during its implementation. b. Support Team Members: provide contact details for additional team members involved in the project. c. Escalation Matrix: A structured plan for handling issues during and after implementation. This should include: <ol style="list-style-type: none"> i. Level 1: Initial point of contact for issues (e.g., a technical support team member). Include their name, contact details, expected response time, and initial actions to be taken. ii. Level 2: Project Manager's details for escalation if issues are not resolved at Level 1. Include their contact information and expected response time. iii. Level 3: Senior management or executive contact for critical issues the Project Manager cannot resolve. Include contact details and response time. iv. Post-Implementation Support: Contact details for the team or individual responsible for ongoing support after project completion, including their response time. 8. Provide a list of certified engineers/technical support team members with addresses, contact numbers, and information about the project and its activities. 9. Ensure that all personnel involved in the project are in proper uniform. This will be their identification from the rest of the DFA employees and visitors. 	
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	<ol style="list-style-type: none"> 10. Secure the DFA permits, licenses, and approvals that are or may be necessary to perform services. 11. Submit a proposed working schedule for approval of DFA and secure security pass and working permit on their site. 12. Implement robust security measures, including encryption and user authentication protocols, to safeguard communication channels and sensitive data. 13. Monitor the system regularly for vulnerabilities, applying necessary patches and updates, and accompanied by appropriate documentation, to ensure continuous protection against security threats. 14. Provide 24/7 remote technical support for troubleshooting, service interruptions, and performance-related issues during the lease term. 5x8 onsite support will be provided as needed. 15. Provide once-a-month visits for preventive maintenance and system health checks of equipment for the duration of the contract. 16. Provide comprehensive maintenance of the system for the duration of the contract. 17. Conduct routine maintenance, updates, and performance optimizations for the system's hardware and software components. 18. Provide basic technical and user training to designated DFA IT personnel, including training materials such as manuals and documentation, to ensure effective system management and operation. 19. Deliver basic user training to DFA personnel on adequately operating and managing the cloud-based PBX system, including user guides and other instructional materials. 20. Ensure the system is scalable and capable of accommodating future DFA communication needs without significant overhauls. 21. Ensure the system is scalable, facilitating the addition of new IP phone units, users, or features upon DFA's request. 22. Upon contract expiration or termination, ensure proper system decommissioning, including the safe handover of all relevant data, configuration settings, and any other DFA-specific system information. 23. Assist in migrating services to a new system (if required), ensuring continuity of operations during the transition. 	
V.	PRE-INSTALLATION	

	The Contractor shall provide a detailed work plan with a timeline that specifies installation, detailed activities, and other monitoring charts to assist the project monitoring team in evaluating accomplishments and reporting to higher authorities.	
VI.	<p>ACTUAL INSTALLATION</p> <ol style="list-style-type: none"> 1. Before installing and testing the IP-PBX system, personnel must undergo training on system operation. 2. Delivery, configuration, and commissioning must be completed within forty-five (45) days of the Notice to Proceed. 3. The installation must coincide with the SIP and IPVPN connections to the cloud. 4. The contractor's engineers must provide patch cables for the switches and assist the DFA with terminating or patching these cables. 	
VII.	<p>CONFIGURATION</p> <ol style="list-style-type: none"> 1. Configure the proposed Unified Communication System to meet the requirements of the DFA LAN connection and function as a single system. 2. Assign and configure IP Phones according to DFA specifications. 	
VIII.	<p>TESTING AND EVALUATION</p> <ol style="list-style-type: none"> 1. Testing and evaluation procedures shall be in accordance with the DFA personnel guidelines. 2. Functional tests shall be in accordance with the requirements stipulated in this TOR. 3. The DFA will designate representatives to evaluate the contractor's testing to ensure alignment with the Department's operational standards. 	
IX.	<p>DURATION AND DELIVERY</p> <ol style="list-style-type: none"> 1. DURATION: The contract for the lease of the IP Phones with the Managed Cloud-Based PBX solution shall be valid 	

	<p>for a period of one (1) year, commencing from the date of full system activation, successful deployment of the IP phone units, and acceptance by the DFA.</p> <ol style="list-style-type: none"> 2. DELIVERY: The Contractor shall complete the delivery, installation, and full configuration of all required IP phone units, hardware, and the cloud-based PBX system within forty-five (45) working days from the receipt of the Notice to Proceed (NTP). 3. Upon delivery and installation, the Contractor will conduct a thorough system testing to ensure that all functionalities and features are operational. The DFA will formally accept the system only after successful testing and verifying compliance with the technical specifications. 4. The Contractor is responsible for ensuring the system is fully operational within the contract period, including all necessary configurations, integrations, and security measures. Any delays in operational readiness will be subject to penalties. 5. At the conclusion of the contract period, the Contractor shall assist in the orderly transition of services, including data handover, decommissioning of leased equipment, and, if requested, support for migration to a new system or provider. All equipment must be returned or replaced as per the lease terms. 	
X.	<p>WARRANTY</p> <ol style="list-style-type: none"> 1. The Contractor warrants that the Managed Cloud-Based PBX solution will deliver consistent and reliable performance, maintaining at least 99.9% uptime. Any unplanned downtime or service interruptions will be addressed promptly. 2. The Contractor warrants that all IP phones, hardware, and software provided under the lease will be free from defects in materials and workmanship. During the lease term, the contractor shall repair or replace any defective equipment or software malfunctions at no additional cost to the Department. 3. The Contractor shall provide timely updates, security patches, and enhancements to the cloud-based PBX system throughout the lease period. All updates shall be deployed to minimize disruption to DFA operations and ensure the system remains current and secure. 	

	<ol style="list-style-type: none"> 4. The Contractor warrants that all equipment, software, and services provided will comply with the technical specifications, industry standards, and applicable regulatory requirements. In the event of non-compliance, the contractor will take immediate corrective action at no additional cost to the Department. 5. The contractor warrants the provision of comprehensive support and maintenance services during the lease term. This includes technical assistance, troubleshooting, and issue resolution within the agreed response times, as well as routine maintenance to ensure optimal system performance. 6. To ensure that any manufacturing defects are corrected, the Contractor shall provide a warranty in accordance with Section 62.1 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184. 7. The Procuring Entity shall notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall repair or replace the defective Goods or parts thereof at no cost to the Procuring Entity, in accordance with the provisions outlined in the Generic Procurement Manual. 	
<p>XI.</p>	<p>CONFIDENTIALITY</p> <ol style="list-style-type: none"> 1. The Contractor acknowledges that during performing services under this agreement, they may have access to confidential, proprietary, or sensitive information belonging to the Department of Foreign Affairs. This includes, but is not limited to, data related to communications, operational processes, personnel information, and any other information that is not publicly available. 2. All information and data related to the DFA's operations, internal communications, and implementation of the cloud-based PBX system will be treated as strictly confidential. The Contractor shall not disclose any confidential information accessed through its services in relation to the DFA's official functions or operations without prior consent from the latter. 3. The Contractor shall immediately inform the DFA of breaches, attacks, or other forms of cyber 	

	<p>threats/activities that may contribute to the disclosure of any confidential information.</p> <ol style="list-style-type: none"><li data-bbox="347 309 1241 607">4. The Contractor agrees to maintain the confidentiality of all confidential information obtained during the contract's execution. The Contractor shall implement appropriate measures to protect such information from unauthorized access, disclosure, alteration, or destruction. The contractor is prohibited from using or disclosing any confidential information for any purpose other than fulfilling its obligations.<li data-bbox="347 645 1241 909">5. The Contractor must ensure that all data transmitted, processed, or stored in the cloud-based PBX system is encrypted and secured in compliance with industry standards and applicable laws and regulations. Any security or data compromise breach must be reported to the DFA immediately, followed by swift corrective action to mitigate the breach's impact.<li data-bbox="347 947 1241 1093">6. The Contractor shall ensure that all personnel, including subcontractors involved in handling DFA data, are bound by confidentiality agreements and trained in best practices for safeguarding sensitive information.<li data-bbox="347 1131 1241 1350">7. Before the commencement of any work, the Contractor, along with all its employees and subcontractors involved in the project, will sign a Non-Disclosure Agreement (NDA) with the DFA. This NDA will bind them to strict confidentiality terms for the duration of the contract and thereafter.<li data-bbox="347 1388 1241 1653">8. The Contractor shall not share or provide access to DFA's confidential information to any third party without prior written consent from the DFA unless required by law. In cases where third-party involvement is necessary (e.g., subcontractors or service providers), the contractor must ensure that the same confidentiality obligations also bind the third party.<li data-bbox="347 1691 1241 1951">9. Upon the contract's completion, termination, or expiration, the Contractor shall return all DFA data, documents, and materials in its possession or control. Alternatively, at DFA's request, the contractor shall securely destroy such materials and provide certification of destruction. The destruction of files shall be conducted in the presence of a DFA representative or a designated witness appointed by	
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	<p>DFA to ensure proper oversight and verification of the destruction process.</p> <p>10. The Contractor’s confidentiality obligations under this section shall survive the expiration or termination of this project. These obligations will remain in effect indefinitely unless otherwise released in writing by the DFA.</p> <p>11. Any unauthorized disclosure or misuse of confidential information by the Contractor will constitute a material breach of contract. In such an event, the DFA reserves the right to seek remedies including, but not limited to, immediate termination of the agreement, legal action, and claims for damages.</p> <p>12. Failure to comply with the confidentiality clause shall be subject to penalties as provided in Republic Act No. 10173, the Data Privacy Act of 2012, and all other relevant rules and regulations.</p>	
<p>XII.</p>	<p>PAYMENT</p> <ol style="list-style-type: none"> 1. The Procuring Entity may determine the terms of payment for the delivery of the Goods. Payment shall be made based on the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. 2. Payments shall only be processed after the delivery and formal acceptance of the goods by the Procuring Entity, ensuring compliance with the specified quality and quantity requirements. 3. The Contractor shall submit all payment requirements to the Department upon successful delivery and installation of the IP phone units and the cloud-based PBX system, as well as the completion of system testing and acceptance. 4. The Department reserves the right to withhold payment if the delivered system does not meet the specified requirements, fails to pass acceptance testing, or has outstanding issues that the contractor needs to address prior to payment. 5. The payment shall be made within thirty (30) working days upon full implementation of the system and receipt of the invoice with complete requirements through the List of Due and Demandable Accounts Payable (LDDAP). 	

	6. All payments shall be inclusive of all applicable taxes and other lawful charges.	
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Note:

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule to Requirements. The **STATEMENT OF COMPLIANCE** must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and on behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have the authority to sign for and on behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

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 Bidder Bid and cross-referenced to that evidence. Evidence shall be in the form of a 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 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 provisions of **ITB** Clause 3.1 (a)(ii) and/or **GCC** Clause 2.1 (a)(ii)

Conformé:

[Signature/s]

[Name of Bidder’s Authorized Representative/s]

[Position]

[Date]

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) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

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

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

