

PHILIPPINE BIDDING DOCUMENTS

**Procurement of Supply,
Installation,
Commissioning and
Testing of Internet
Services FY 2022
(1-lot Direct and 1-lot Back-up)
(PB2022-01-01)**

National Labor Relations Commission

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 SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF INTERNET SERVICES FY 2022 (1-lot Direct and 1-lot Back-up)

1. The ***National Labor Relations Commission***, through the ***National Expenditure Program FY2022*** intends to apply the sum of ***Two Million Pesos (Php2,000,000.00)*** being the ABC to payments under the contract for the Procurement of Supply, Installation, Commissioning and Testing of Internet Services FY 2022 [***PB2022-01-01***]. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The ***National Labor Relations Commission***, through the ***National Expenditure Program FY2022*** intends to apply the sum of ***One Million Eight Hundred Thousand (Php1,800,000.00)*** being the ABC to payments under the contract for Lot 1: ***Procurement of Supply, Installation, Commissioning and Testing of DIRECT INTERNET Services*** and the sum of ***Two Hundred Thousand Pesos (Php 200,000.00.)*** being the ABC to payments under the contract for Lot 2: ***Procurement of Supply, Installation, Commissioning and Testing of BACK-UP INTERNET Services***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The ***National Labor Relations Commission*** now invites bids for the above Procurement Project. Delivery of the Goods is required by ***January 1, 2022 to December 31, 2022***. Bidders should have completed, within ***5 (five) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary ***“pass/fail”*** criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the **National Labor Relations Commission** and inspect the Bidding Documents at the address given below from **8am to 4pm, Mondays to Fridays, except holidays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 23, 2021** from the given address and websites 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 **Php 5,000.00 for Lot 1 Project and Php 500.00 for Lot 2 Project**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person and through electronic means**.

It may also be downloaded free of charge from the website of the **PhilGEPS** and the website of the **National Labor Relations Commission**, provided that the Bidder shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **National Labor Relations Commission** will hold a Pre-Bid Conference on **October 1, 2021 at 10am** through video conferencing or webcasting **via Zoom or other similar application/technology**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through the following means: **(i) manual submission** at the office address indicated below, and **(ii) online or electronic submission** as indicated below on or before **October 12, 2021 at 1pm**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **October 13, 2021 at 10am** at the given address below and through video conferencing or webcasting **via Zoom or other similar application/technology**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *With respect to the documentary requirements, the Committee shall any accept the following:*
 - a. **Original or certified true copies duly certified by the issuing agency; or**
 - b. **Photocopies subject to verification with the original during the opening of the bids.**
11. The **National Labor Relations Commission** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Misses JENNIFER D. CANOY / ALNA E. SAMONTAÑEZ

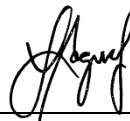
*BAC Secretariat thru the Administrative Division
Ground Floor, Ben-Lor IT Center, 1184 Quezon Ave., Paligsahan, 1102 Quezon City
nlrcbacsec@gmail.com
(02)8740-7733 / (02)8781-771
www.nlrc.dole.gov.ph*

13. You may visit the following websites:

For downloading of Bidding Documents: **www.nlrc.dole.gov.ph** and/or **the PhilGEPS website.**

For online bid submission: **nlrcbacsec@gmail.com**

September 23, 2021.



LEILA T. LAURETA-AGUSTIN

Labor Arbiter / Chairperson – Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

Instruction to Bidders

1. Scope of Bid

The Procuring Entity, **National Labor Relations Commission**, wishes to receive Bids for the **Procurement of Supply, Installation, Commissioning and Testing of Internet Services FY 2022 (1-lot Direct and 1-lot Back-up)** with identification number **PB2022-01-01**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2022** in the amount of **Two Million Pesos (Php2,000,000.00). One Million Eight Hundred Thousand Pesos (Php 1,800,000.00) for Direct and Two Hundred Thousand Pesos (Php 200,000.00) for Back-up**.

2.2. The source of funding is the **National Expenditure Program**.

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. 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 procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least ***fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*** of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.3. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that ***subcontracting shall not be allowed.***

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **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 **5 (five) 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.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

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

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in **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 until **February 14 , 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. 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.

19.3. The Project shall be awarded as follows:

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

19.4. 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.

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	Description
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Contract providing internet services subscriptions. b. completed within 5 (five) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting shall not be allowed.</i>
12	<i>The price of the Goods/Services shall be based on the current market prices and minimum wage orders and other relevant laws.</i>
15	<p>The bidder shall be required to submit seven (7) hard copies of the first and second component of its Bid.</p> <p>The bidder shall also be required to submit the first and second component of its Bid through online submission through nlrcbacsec@gmail.com. The electronic copy shall be a scanned copy in PDF format with encrypted password. First and Second Component of the Bid shall be submitted in separate file.</p> <p>The password of each file shall be submitted by the bidder's authorized representative during the opening of bids.</p> <p>The electronic copy that cannot be opened or is corrupted shall not be considered as non-responsive and not a ground for disqualification. However, for convenience of viewing the Bids by all participants in the Zoom meeting, the bidder's authorized representative must present/share their electronic copy. The same should contain the same documents as submitted through hard copies.</p>
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> <ol style="list-style-type: none"> a. The amount of not less than Php36,000.00 for 1-lot Direct Internet Services and/or Php4,000.00 for 1-lot Back-up Internet Services, 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 Php90,000.00 for 1-lot Direct Internet Services and/or Php10,000.00 for 1-lot Back-up Internet Services if bid security is in Surety Bond.
19.3	The Project shall be awarded in 2 (two) lots .

	<p>LOT 1: PROCUREMENT OF 1 (ONE) LOT SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF <u>DIRECT</u> INTERNET SERVICES FOR FY 2022 with ABC amounting to Php 1,800,000.00</p> <p>LOT 2: PROCUREMENT OF 1 (ONE) LOT SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF <u>BACK-UP</u> INTERNET SERVICES FOR FY 2022 with ABC amounting to Php 200,000.00</p> <p>All bidders shall be allowed to bid for both lots but no bidder shall be declared as the Lowest Calculated Bidder for both lots. In such case, the Bidder declared as the Lowest Calculated Bidder for both lots shall forfeit its right over Lot 2 and the same shall be given to the second Lowest Calculated Bidder.</p>
20.1	<p>The Bidder shall be required to 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. Non-submission of the said documents during the submission of bids shall not render the Bid non-responsive and shall not be a ground of disqualification. But the same shall be submitted during the post-qualification.</p>
20.2	<p><i>No additional requirement.</i></p>
21.2	<p><i>No additional requirement.</i></p>

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.

General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	Description
1	<i>No additional requirements for the completion of the Contract.</i>
2.2	<p><i>Payments shall be made on a monthly basis upon issuance of Certificate of Inspection.</i></p> <p><i>The Service Provider's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the services performed.</i></p>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. <i>Examination of documents to verify the validity of the submitted Technical Documents;</i> 2. <i>Others that may be necessary to the TWG in their preparation of the Post Qualification Report; and</i> 3. <i>BAC-TWG shall coordinate with the winning bidder other requirements and procedures re: inspection and tests.</i>

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	Delivered, Weeks/Months
LOT 1	PROCUREMENT OF 1 (ONE) LOT SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF <u>DIRECT</u> INTERNET SERVICES FOR FY 2022	January 01, 2022 to December 31, 2022
LOT 2	PROCUREMENT OF 1 (ONE) LOT SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF <u>BACK-UP</u> INTERNET SERVICES FOR FY 2022	January 01, 2022 to December 31, 2022

NOTE: Winning Bidder shall undertake to provide all the requirements indicated under the Technical Specifications.

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
1	PROCUREMENT OF 1 (ONE) LOT SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF <u>DIRECT</u> INTERNET SERVICES FOR FY 2022	
2	PROCUREMENT OF 1 (ONE) LOT SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF <u>BACK-UP</u> INTERNET SERVICES FOR FY 2022	

PROCUREMENT OF 1 (ONE) LOT SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF DIRECT INTERNET SERVICES FOR FY 2022

I. RATIONALE

The Internet access and services will facilitate the program/projects and operations of the NLRC that require services, reporting, information dissemination, research, and compliance with stakeholders online reporting and video conferencing services.

II. SCOPE OF WORK

- A. The procurement involves the supply, installation, commissioning and testing of Internet services:
 - 1. 60mbps Direct Internet at the Central Office and Division (1st to 6th Divisions) located at Ben-Lor Building, 1184 Quezon Avenue, Quezon City; and,
 - 2. 60mbps Direct Internet at the NCR Arbitration Branch located at Bookman Building, Quezon Avenue, Quezon City.
 - 3. 30mbps Direct Internet at the NCR Arbitration Branch located at PPSTA 5 Building, Quezon Avenue, Quezon City
- B. The contract shall be completed within a period of one (1) year from Notice to Proceed.

III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is **ONE MILLION EIGHT HUNDRED THOUSAND PESOS (Php1,800,000.00) inclusive of VAT and all applicable taxes payable.**

IV. QUALIFICATION REQUIREMENTS

The Service Provider must be operating in Information & Communications Technology (ICT) for at least five (5) years and must submit, as part of their bid, a certified true copy of valid and current certification of ICT services duly issued by the Department of Information & Communication Technology.

V. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

The Service Provider shall comply with the following obligations:

A. Technical Requirements

1. **Speed Requirement:** Two (2) separate symmetric 60 Mbps bandwidth for the following: **(a)** Central Office and Division (1st to 6th Divisions) located at Ben-Lor Building, 1184 Quezon Avenue, Quezon City; and, **(b)** NCR Arbitration Branch located at Bookman Building, Quezon Avenue, Quezon City. One (1) symmetric 30 Mbps bandwidth for NCR Arbitration Branch located at PPSTA 5 Building, Quezon Avenue, Quezon City.
2. **Type of Connection:** Cable type, preferably fiber-optic.
3. **Traffic/Ports Limitations:** No limitations on traffic/ports. Bandwidth capacity shall be ensured through direct IP Connection.
4. **Service Reliability:** Service reliability shall be ensured. Overall uptime should not be less than 99%.
5. **Data Confidentiality:** Data confidentiality shall be guaranteed. Service Provider may not scan traffic, except for finding problems in the network subject to the consent of the NLRC.
6. **Provision for Equipment.** All necessary hardware, cabling and software required for the internet services shall be provided and set up by the Service Provider.
7. **Other Requirements**
 - a. Latency from Central Office & NCR Arbitration Branch area to Cloud Servers shall be no more than 275 milliseconds;
 - b. Worldwide accessibility;

- c. Support Managed VPN Services;
- d. Policy on over subscription (sharing ratio 1:1 to guaranteed bandwidth);
- e. ISP must be able to manage the Customer Premises Equipment (CPE);
- f. Free and unlimited technical support;
- g. Traffic management, network monitoring and access to raw log files;
- h. Quality of Service; and
- i. Fiber optic connectivity from the ISP to the Internet backbone.

B. Maintenance Requirements

1. Service Provider shall have 7x24x365 coverage for technical assistance and/or helpdesk facilities. Under normal circumstances, all problems shall be resolved within a maximum of 24 hours after notification from the NLRC. The Service Provider shall also be responsible for contacting designated NLRC network or contact persons for both scheduled and un-scheduled downtime.
2. Service Provider is required to describe what alternate routing or fallback arrangements for continuity of service they have in place (if any), should their primary link(s) to the Internet backbone become non-operational.
3. Service Provider must provide weekly or monthly reports on network performance, utilization and usage analysis.
4. Service Provider shall provide technical assistance and support to both NLRC offices located at Ben-Lor Building, Quezon Ave., Quezon City; Bookman Building, Quezon Ave., Quezon City; and PPSTA 5 Building, Quezon Avenue, Quezon City.

C. Performance Security Requirements

1. The Service Provider shall post a performance security in an amount equivalent to the percentage of the total contract price as provided for under Section 39 of the 2016 IRR of RA 9184. The performance security can be withdrawn only after the issuance of the final certificate of acceptance.
2. A warranty security equivalent to ten percent (10%) of the contract price shall be provided by the Service Provider that can be withdrawn after the lapse of the warranty period. (*Section 62.1 of the 2016 IRR of RA 9184*)

VI. RESPONSIBILITIES OF PROCURING ENTITY

- A. Grant access to any authorized representative/s of the Service Provider to NLRC premises to perform its obligations as accompanied by Data Center personnel;
- B. Reject any system or services that fails to pass the test and/or inspection or do not conform to the specifications;

- C. Report the problem on the system to the service provider for appropriate action; and,
- D. Pay the Service Provider in accordance with Section VII hereof.

VII. MODE OF PAYMENT

- A. Payments shall be made on a monthly basis upon issuance of Certificate of Inspection.
- B. The Service Provider's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the services performed.

VIII. WARRANTY SUPPORT

- A. The warranty period shall be for a period of one (1) year and shall commence upon formal completion and acceptance of the project deliverables.
- B. The Service Provider is required to resolve any and all system errors, problems, flaws, deficiencies in functionalities, among others, that may be uncovered during the warranty period.
- C. The Service Provider must describe the staffing plan, location and operational processes for its support center in order to match the following minimum service level requirements:
 - 1. Make qualified personnel available to NLRC by telephone, electronic mail or common messaging application during business hours of Manila (8:00 AM to 5:00 PM) for the reporting of issues or problems with the system.
 - 2. During or as a result of telephone conferences, or electronic conferences or exchanges (collectively, "electronic contact"), the Service Provider shall make every reasonable effort to resolve such issues or problems within four (4) hours. If any such issues or problems are not corrected within four (4) hours after initial electronic contact, the Service Provider shall provide for a work-around solution until the problem is ultimately resolved.
 - 3. Provide one (1) day site visit every month to check on system implementation for a maximum period of one (1) year.

IX. LIQUIDATED DAMAGES

- A. In case of failure to satisfactorily perform the services within the contract period inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under the law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of

the cost of the unperformed portion for every day of delay until actual performance.

- B. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

X. FOR INQUIRIES:

For any inquiry of information about these Terms of Reference, please contact:

**RESEARCH, INFORMATION AND PUBLICATION DIVISION
(PLANNING, PERFORMANCE MONITORING AND MANAGEMENT INFORMATION)
NATIONAL LABOR RELATIONS COMMISSION
1184 Ben-Lor Building, Quezon Avenue, Quezon City
Telephone No.: 8740-7730
Email: nlrcripd@gmail.com**

PROCUREMENT OF 1 (ONE) LOT SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF BACK-UP INTERNET SERVICES FOR FY 2022

I. RATIONALE

The Backup Internet access ensures the operations of the NLRC requiring Internet or cloud connectivity to remain functional should main line connections fail.

II. SCOPE OF WORK

A. The procurement involves the supply, installation, commissioning and testing of Backup Internet services:

1. 100mbps Burst Speed Internet at the NCR Arbitration Branch located at Bookman Building, Quezon Avenue, Quezon City.

B. The contract shall be completed within a period of one (1) year from Notice to Proceed.

III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is **TWO HUNDRED THOUSAND PESOS (Php200,000.00) inclusive of VAT and all applicable taxes payable.**

IV. QUALIFICATION REQUIREMENTS

The Service Provider must be operating in Information & Communications Technology (ICT) for at least five (5) years and must submit, as part of their bid, a certified true copy of valid and current certification of ICT services duly issued by the Department of Information & Communication Technology.

V. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

The Service Provider shall comply with the following obligations:

A. Technical Requirements

1. **Speed Requirement:** One (1) burst speed 100 Mbps bandwidth for NCR Arbitration Branch located at Bookman Building, Quezon Avenue, Quezon City.
2. **Type of Connection:** Any.
3. **Traffic/Ports Limitations:** No limitations on traffic/ports.
4. **Service Reliability:** Service reliability shall be ensured. Overall uptime should not be less than 99%.

5. **Data Confidentiality:** Data confidentiality shall be guaranteed. Service Provider may not scan traffic, except for finding problems in the network subject to the consent of the NLRC.
6. **Provision for Equipment.** All necessary hardware, cabling and software required for the internet service shall be provided and set up by the Service Provider.
7. **Other Requirements**
 - a. Worldwide accessibility
 - b. Support Managed VPN Services
 - c. Free and unlimited technical support

B. Maintenance Requirements

1. Service Provider shall have 7x24x365 coverage for technical assistance and/or helpdesk facilities. Under the normal circumstances, all problems shall be resolved within maximum 72 hours after the notification from NLRC received.
2. Service Provider shall provide technical assistance and support to NLRC offices located at Bookman Building, Quezon Ave., Quezon City.

C. Performance Security Requirements

1. The Service Provider shall post a performance security in an amount equivalent to the percentage of the total contract price as provided for under Section 39 of the 2016 IRR of RA 9184. The performance security can be withdrawn only after the issuance of the final certificate of acceptance.
2. A warranty security equivalent to ten percent (10%) of the contract price shall be provided by the Service Provider that can be withdrawn after the lapse of the warranty period. (*Section 62.1 of the 2016 IRR of RA 9184*)

VI. RESPONSIBILITIES OF PROCURING ENTITY

- A. Grant access to any authorized representative/s of the Service Provider to NLRC premises to perform its obligations as accompanied by Data Center personnel;
- B. Reject any system or any services thereof that fails to pass any test and/or inspection or does not conform to the specifications;
- C. Report the problem on the system to the supplier for appropriate action; and,
- D. Pay the Service Provider in accordance with Section VII hereof.

VII. MODE OF PAYMENT

- A. Payments shall be made on a monthly basis upon issuance of Certificate of Inspection.
- B. The Service Provider's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the services performed.

VIII. WARRANTY SUPPORT

- A. The warranty period shall be for a period of one (1) year and shall commence upon formal completion and acceptance of the project deliverables.
- B. The Service Provider is required to resolve any and all system errors, problems, flaws, deficiencies in functionalities, among others, that may be uncovered during the warranty period.
- C. The Service Provider must describe the staffing plan, location and operational processes for its support center in order to match the following minimum service level requirements:
 - 1. Make qualified personnel available to NLRC by telephone, electronic mail or common messaging application during business hours of Manila (8:00 AM to 5:00 PM) for the reporting of issues or problems with the system.
 - 2. During or as a result of telephone conferences, or electronic conferences or exchanges (collectively, "electronic contract"), the Service Provider shall make every reasonable effort to resolve such issues or problems within four (4) hours. If any such issues or problems are not corrected within four (4) hours after initial electronic contact, the Service Provider shall provide for a work-around solution until the problem is ultimately resolved.

IX. LIQUIDATED DAMAGES

- A. In case of failure to satisfactorily perform the services within the contract period inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under the law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual performance.
- B. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

X. FOR INQUIRIES:

For any inquiry of information about these Terms of Reference, please contact:

RESEARCH, INFORMATION AND PUBLICATION DIVISION
(PLANNING, PERFORMANCE MONITORING AND MANAGEMENT INFORMATION)
NATIONAL LABOR RELATIONS COMMISSION
1184 Ben-Lor Building, Quezon Avenue, Quezon City
Telephone No.: 8740-7730
Email: nlrcripd@gmail.com

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 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
	(b) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
	(c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

	(d) 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, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
	(i) Original duly signed Omnibus Sworn Statement (OSS); and <i>if applicable</i> , 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.
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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.
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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).

III. OTHER DOCUMENTARY REQUIREMENTS UNDER RA NO. 9184 (AS APPLICABLE)

	(o) <i>[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]</i> 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.
	(p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Checked by: _____
Date: _____

Section IX. Bidding Forms

Bid Form

Date: _____
Invitation to Bid No.: _____

To: **BIDS AND AWARDS COMMITTEE**
NATIONAL LABOR RELATIONS COMMISSION
Ben-Lor IT Center, 1184 Quezon Ave., Paligsahan,
1102 Quezon City

Gentlemen and Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

[If none, state "None"]

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 10 to 11 of the Bidding Documents.

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

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

Dated this _____ day of _____ 2020.

[Signature of Authorized Signatory]

[Insert Signatory's Legal Capacity]

Duly authorized to sign Bid for and on behalf of _____.

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20____ between NATIONAL LABOR RELATIONS COMMISSION of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 2020 at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government*

identification card used], with his/her photograph and signature appearing thereon, with No. _____ issued on _____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

MCLE No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

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

To: BIDS AND AWARDS COMMITTEE
NATIONAL LABOR RELATIONS COMMISSION
Ben-Lor IT Center, 1184 Quezon Ave., Paligsahan,
1102 Quezon City

I/We¹, the undersigned, declare that:

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

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

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

MCLE No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

