

PHILIPPINE BIDDING DOCUMENTS

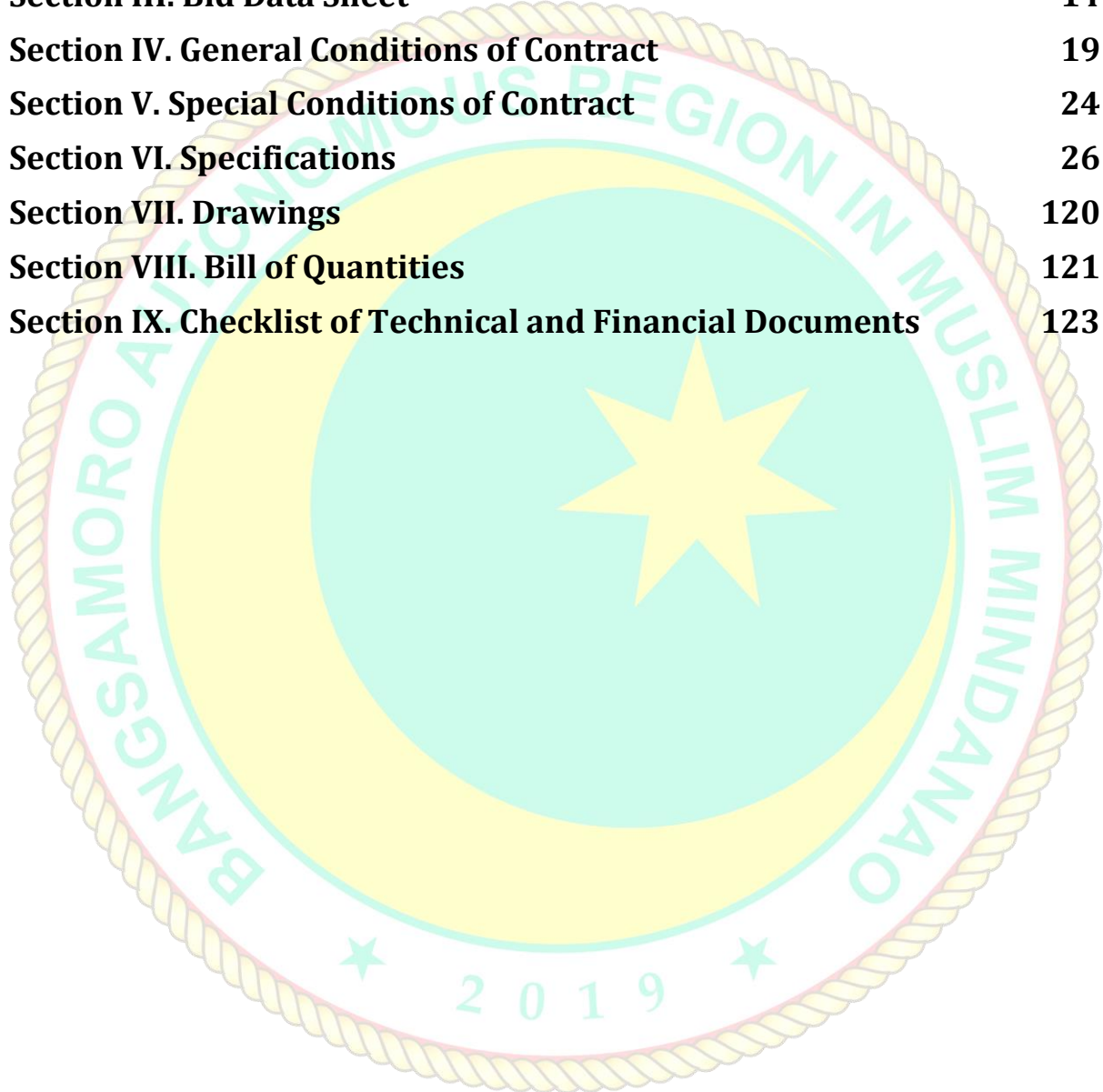
SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, AND COMMISSIONING OF BICTO INTRANET PROJECT FOR BARMM

Government of the Republic of the
Philippines

**Sixth Edition
July 2020**

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Section I. Invitation to Bid



Republic of the Philippines
BANGSAMORO AUTONOMOUS REGION IN MUSLIM MINDANAO
OFFICE OF THE CHIEF MINISTER
BIDS AND AWARDS COMMITTEE

Bangsamoro Government Center, Governor Gutierrez Avenue, Rosary Heights VII, Cotabato City 9600

Invitation to Bid for

SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, AND COMMISSIONING OF BICTO INTRANET PROJECT FOR BARMM

IB No.: BICTO-102023-043

1. The **Office of the Chief Minister, Bangsamoro Autonomous Region in Muslim Mindanao (OCM-BARMM)**, through the **General Appropriations Act Bangsamoro (GAAB) of 2023** intends to apply the sum of **Ten Million Pesos (PHP 10,000,000.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply, Delivery, Installation, Configuration, and Commissioning of BICTO Intranet Project for BARMM**.

Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The **OCM-BARMM** now invites bids for the above Procurement Project. Completion of the Works is required within **90 calendar days**. Bidders should have completed 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).

Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

3. Interested bidders may obtain further information from **OCM-BARMM** and inspect the Bidding Documents at the address given below from **8:00 AM – 5:00 PM**.
4. A complete set of Bidding Documents may be acquired by interested Bidders from **October 18-November 7, 2023, during office hours**, from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, in the amount of **Ten Thousand Pesos (PHP 10,000.00)**, pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

The bidder or its duly authorized representative shall present the following documents when purchasing the bidding documents, to wit:

- a. Letter of Intent;
 - b. Proof of Authority. i.e., Special Power of Attorney or Secretary's Certificate; and
 - c. Valid Government issued I.D of the owner or its duly authorized representative.
5. The OCM-BARMM will hold a **Pre-Bid Conference¹** on **October 25, 2023, 9:00 a.m.** via **Zoom Teleconference**, which shall be open to prospective bidders. The zoom details may be requested at ocmbac@bangsamoro.gov.ph.
 6. Bids must be duly received by the BAC Secretariat **through manual submission at Bangsamoro Planning and Development Authority (BPDA) Conference Hall 2, Ground Floor, BPDA, Bangsamoro Government Center, Cotabato City**, on or before **November 8, 2023, 8:30 a.m.** Late bids shall not be accepted.
- All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
7. Bid opening shall be on **November 8, 2023, 9:00 a.m.** at **Bangsamoro Planning and Development Authority (BPDA) Conference Hall 2, Ground Floor, BPDA, Bangsamoro Government Center, Cotabato City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
 8. The **OCM-BARMM** 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 9. **For further information, please refer to:**

<ol style="list-style-type: none"> a. Sale of Bidding b. Query on How to submit bids c. Links for online connectivity for procurement activities d. Written Clarifications on the project 	Bids and Awards Committee Secretariat ocmbac@bangsamoro.gov.ph 0917-831-7214
Scope of Works, Plans, Drawings and Bill of Quantities	Bangsamoro Information and Communications Technology Office bicto@bangsamoro.gov.ph

Originally signed
MOHD ASNIN K. PENDATUN
Chairperson, Bids and Awards Committee

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **OCM-BARMM** invites Bids for the **Supply, Delivery, Installation, Configuration, and Commissioning of BICTO Intranet Project for BARMM**, with Project Identification Number BICTO-102023-042.

The Procurement Project (referred to herein as “Project”) is for the Information Technology Infrastructure works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **GAAB 2023** in the amount of **PHP 10,000,000.00**.

2.2. The source of funding is: **NGA, the General Appropriations Act or Special Appropriations**.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual 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 invitation to bid 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 inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) 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, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, 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. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated 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.

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 fifty percent (50%) of the Project.

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified place, date and time 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 IX. Checklist of Technical and Financial Documents**.
- 10.2. 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. 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.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

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 IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

- 11.3. 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. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

- 14.1. 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.
- 14.2. Payment of the contract price shall be made in: Philippine Pesos.

15. Bid Security

- 15.1. 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**.
- 15.2. The Bid and bid security shall be valid for **120 CALENDAR DAYS COUNTED FROM THE DATE OF OPENING OF BIDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. 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 to the given website 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.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified place, date and time as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

18.1. 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.

18.2. The preliminary examination of Bids shall be governed by Section 30 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 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

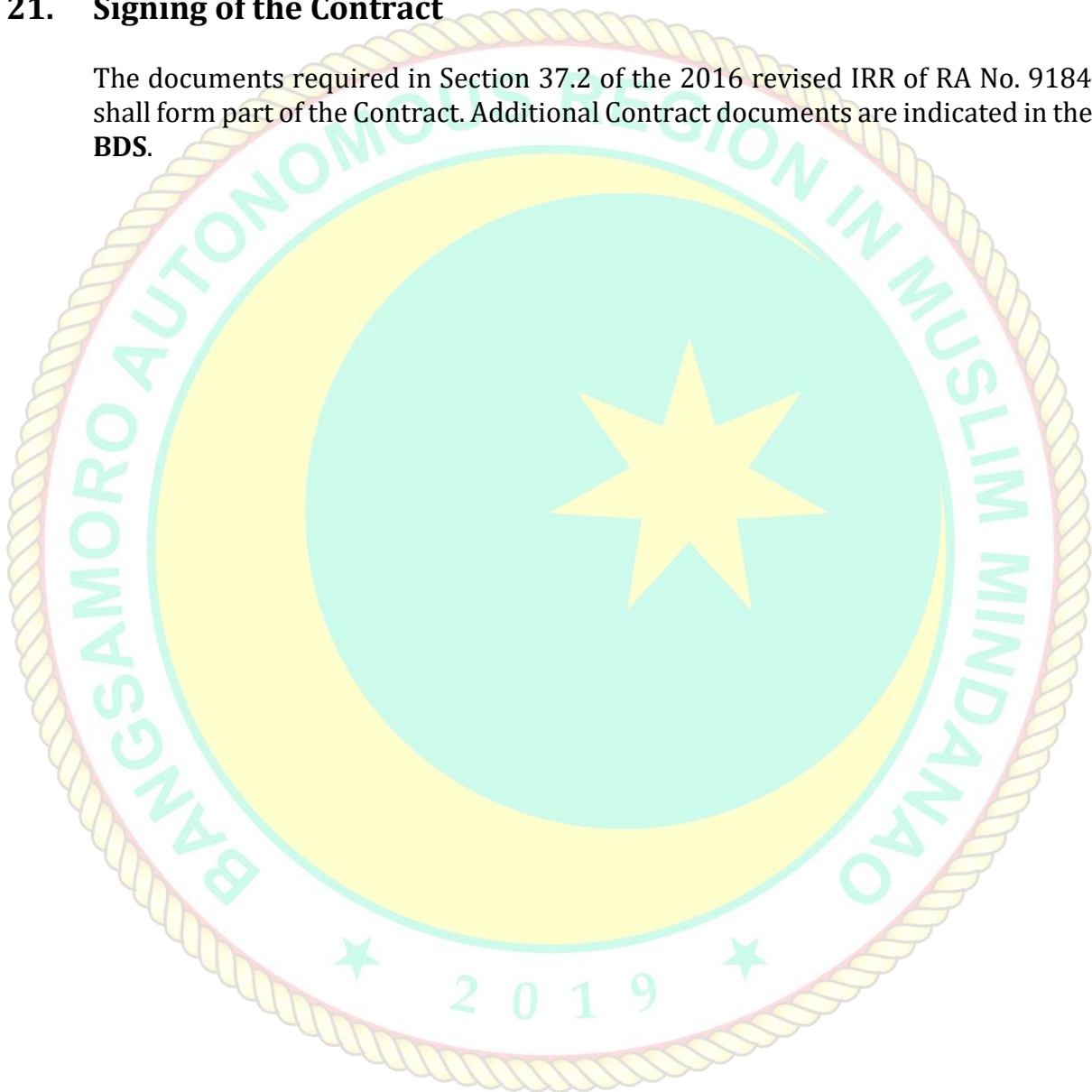
19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

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

Bid Data Sheet

ITB Clause																																					
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>a. Supply, Delivery, Installation, Configuration, and Commissioning of BICTO Intranet Project for BARMM or any other contract analogous thereto; and</p> <p>b. At least equivalent to the 50% of the ABC.</p> <p>However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.</p>																																				
7.1	Not applicable.																																				
10.3	<p>PCAB License Requirement is:</p> <table><tr><th>Lot no.</th><th>Size Range</th><th>Category</th></tr><tr><td>1</td><td>Small B</td><td>C& D</td></tr></table>	Lot no.	Size Range	Category	1	Small B	C& D																														
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10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table><tr><th>KEY PERSONNEL</th><th>GENERAL EXPERIENCE</th><th>RELEVANT EXPERIENCE</th><th>NUMBER OF PERSONNEL REQUIRED FOR</th></tr><tr><td>PROJECT MANAGER</td><td>5</td><td>3</td><td>1</td></tr><tr><td>PROJECT ENGINEER</td><td>3</td><td>3</td><td>2</td></tr><tr><td>SPLICER</td><td>1</td><td>1</td><td>1</td></tr><tr><td>CONSTRUCTION SAFETY AND HEALTH OFFICER</td><td>1</td><td>1</td><td>1</td></tr><tr><td>LINEMAN</td><td>1</td><td>1</td><td>3</td></tr><tr><td>GROUNDMAN</td><td>1</td><td>1</td><td>2</td></tr><tr><td>IT SPECIALIST</td><td>3</td><td>2</td><td>2</td></tr><tr><td>OTHER (SPECIFY)</td><td></td><td></td><td></td></tr></table> <p>The List shall be supported by the following documents:</p> <ul style="list-style-type: none">• Key Personnel’s Bio-data;	KEY PERSONNEL	GENERAL EXPERIENCE	RELEVANT EXPERIENCE	NUMBER OF PERSONNEL REQUIRED FOR	PROJECT MANAGER	5	3	1	PROJECT ENGINEER	3	3	2	SPLICER	1	1	1	CONSTRUCTION SAFETY AND HEALTH OFFICER	1	1	1	LINEMAN	1	1	3	GROUNDMAN	1	1	2	IT SPECIALIST	3	2	2	OTHER (SPECIFY)			
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	<ul style="list-style-type: none"> • Photocopy of valid professional licenses identification card; • Photocopy of the Project Engineer's PRC ID; and • Photocopy of the Certificate of Training of the Construction Safety and Health Personnel/Officer. 																		
10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1"> <thead> <tr> <th>Equipment</th><th>Number of Units</th></tr> </thead> <tbody> <tr> <td>FIBER OPTIC SPLICING MACHINE</td><td>1</td></tr> <tr> <td>24' FIBERGLASS EXTENSION LADDER</td><td>2</td></tr> <tr> <td>LASHING MACHINE</td><td>1</td></tr> <tr> <td>DATA TESTER</td><td>1</td></tr> <tr> <td>FIBER OPTIC POWER METER</td><td>2</td></tr> <tr> <td>OPTICAL TIME DOMAIN REFLECTOMETER (OTDR)</td><td>1</td></tr> <tr> <td>OPTICAL FAULT LOCATOR</td><td>2</td></tr> <tr> <td>FIBER OPTIC TOOLKIT</td><td>1</td></tr> </tbody> </table> <p>The List shall be supported by the following documents:</p> <ol style="list-style-type: none"> 1. Proof of ownership (OR/OCR/Deed of Absolute Sale) for owned equipment; 2. Certificate of availability of lease equipment for leased equipment ; and 3. Lease contract agreement as well as the proof of ownership of the lessor (OR/OCR/Deed of Absolute Sale – for leased equipment). 	Equipment	Number of Units	FIBER OPTIC SPLICING MACHINE	1	24' FIBERGLASS EXTENSION LADDER	2	LASHING MACHINE	1	DATA TESTER	1	FIBER OPTIC POWER METER	2	OPTICAL TIME DOMAIN REFLECTOMETER (OTDR)	1	OPTICAL FAULT LOCATOR	2	FIBER OPTIC TOOLKIT	1
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12	Not applicable.																		
15.1	<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 two percent (2%) of the ABC for each LOT, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than five percent (5%) of the ABC for each LOT if bid security is in Surety Bond. 																		
16	<p>Each Bidder are requested to submit one (1) original copy and two (2) certified true copies certified by the owner or its duly authorized representative whose full name and designation should be indicated below the signature.</p>																		

	<p>With respect to the documents that are required by the PBD 6th edition to be original should be originally signed by the bidder or its duly authorized representative, to wit: Statement of all ongoing government and private contract, Statement of Single Largest Completed Contract, Bid Securing Declaration, Technical Specifications, Omnibus Sworn Statement, Net Financial Contracting Capacity, Bid Form, Bill of Quantities, Detailed Estimates including summary sheet, and Cash Flow by Quarter.</p> <p>Each bidder shall submit its bid proposal to a one mother envelope that shall contain 3 more envelopes containing 3 copies of its technical and financial documents. Each of the 3 envelopes shall contain two more envelopes labeled as technical and financial component. The envelopes must be properly and separately marked and sealed.</p>
19.2	Partial bids are not allowed.
21	<p>The following documents shall be submitted by the winning bidder within ten (10) calendar days from receipt of the Notice of Award:</p> <ol style="list-style-type: none"> 1. Program of Works; 2. Manpower schedule; 3. Equipment/tools utilization schedule; 4. S-Curve 5. Performance Security; 6. Safety and Health Program approved by the DOLE/MOLE; and 7. PERT-CPM.



Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award 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.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before, or during the

implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Day works

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Day works rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

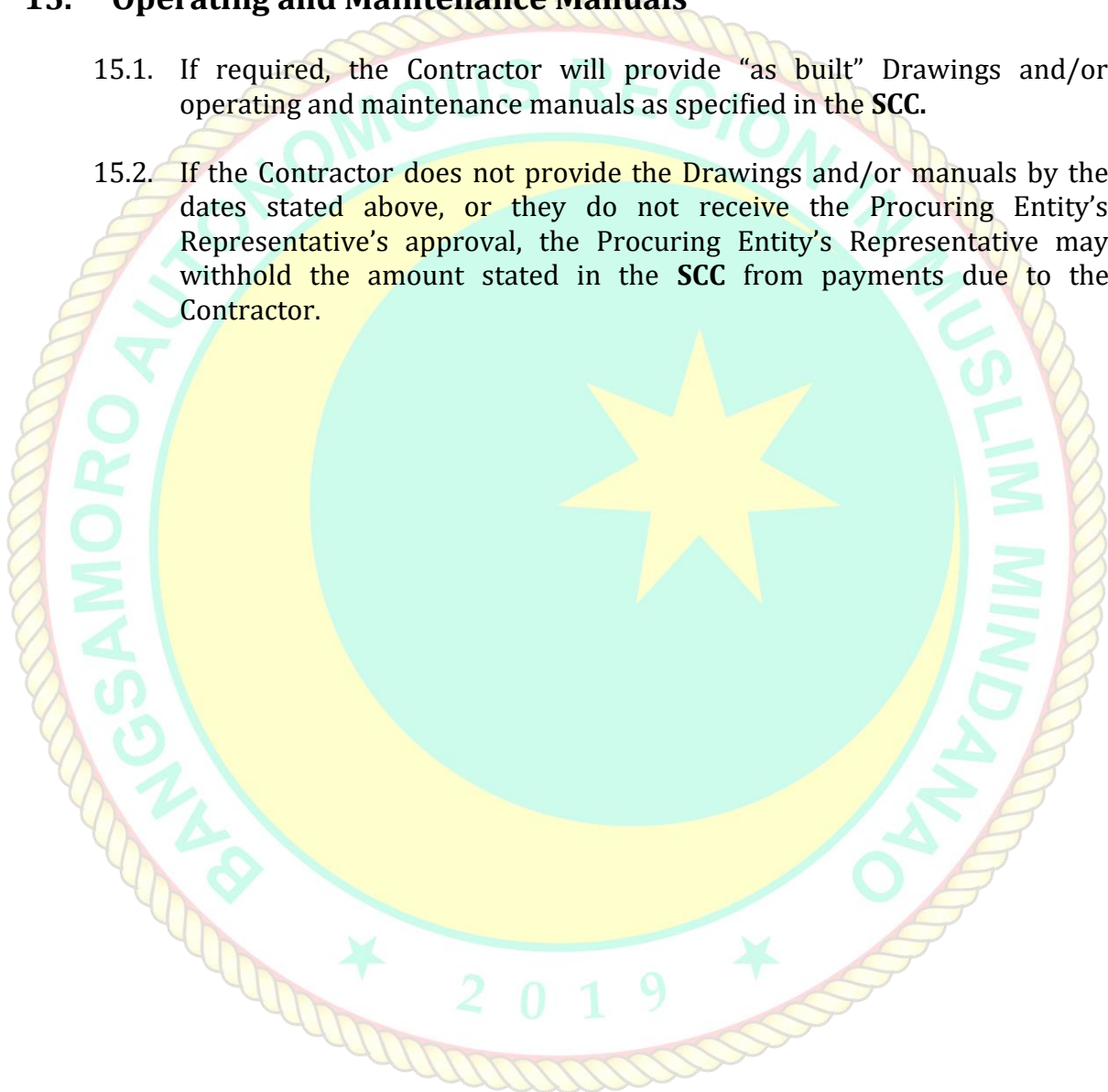
14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.





Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Completion of Works shall be: 90 CALENDAR DAYS
4.1	The schedule of delivery of the possession of the site is upon the Receipt of Notice to Proceed (NTP).
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 10 working days of delivery of the Notice of Award.
11.2	The period between Program of Work updates is thirty (30) days. The amount to be withheld for late submission of an updated Program of Work is one percent (1%) of progress billing.
13	The amount of the advance payment is fifteen percent (15%) of the Contract Price.
14	<p style="text-align: center;">CONTRACTORS GUIDELINES DURING PROJECT IMPLEMENTATION</p> <ul style="list-style-type: none"> • GROUNDBREAKING CEREMONIES <p>a. The contractor shall prepare the area in coordination with Bangsamoro Information and Communications Technology Office (BICTO). The venue shall be prepared by the contractor and bring all the necessary materials needed during the ceremony.</p> • PRE-CONSTRUCTION MEETING / KICK OFF CEREMONY <p>a. The meeting or ceremony shall be conducted before the formal commencement of the project to discuss the concerns of BICTO and Contractors. These guidelines will also be emphasized during the meeting.</p> • MOBILIZATION REQUEST <p>a. To ensure that the contractor will commence the project on the scheduled time, Mobilization or Advance Payment is preferably advised to be released after the conduct of Groundbreaking and after ensuring that the contractor will start the construction. The requirements for the Mobilization Request are the following: To be submitted to Bids and Awards Committee (BAC):</p> <ol style="list-style-type: none"> 1. Notarized Contract; 2. Performance Bond; 3. Surety Bond / Bank Guaranty/Cashier check; 4. Request letter from Contractor; 5. Initial delivery of Construction materials, bunk house, Perimeter Fence, Warning signage's, and billboard. 6. Pre-construction Documents (refer to Submittals) <p>a. CONTRACTOR'S PROJECT ENGINEER/ SITE ENGINEER The contractor must designate a qualified Project and/or Site Engineer who will be assigned to the specific project and will constantly update OCM-BICTO Construction Unit on the</p>

	<p>project status. He will ensure that the project is implemented according to plans, program of work, and the schedule. The Engineer must be present regularly on-site and not only during site inspections.</p> <p>USAGE OF OCM (Overhead Expenses, Contingencies and Miscellaneous Expenses) Other Contractors' Costs not reflected as Direct Costs in the Program of Works shall be chargeable to OCM. For projects up to ₱5 Million, OCM is 15% of the Estimated Direct Cost (EDC) and 12% of the Estimated Direct Cost (EDC) for projects above ₱5 Million. Overhead Expenses refers to Engineering and Administrative Supervision, Transportation Allowances (including OCM-BICTO Personnel during site inspection), Insurance, Bonds, Financing Cost, and other Office Expenses. Contingencies include expenses for meetings, coordination with other stakeholders, billboards and safety signage, stages during groundbreaking & inauguration ceremonies, and other unforeseen events.</p> <p>b. Accomplishment Reports in the form of Statement of Work Accomplishment (SWA) with attached Photos. This shall be submitted twice a month, not only during the submission of billings.</p> <p>3. Catch-Up Schedule and Manpower Requirement – This shall be submitted when the contractor incurs a 5% negative slippage during the contract duration.</p> <p>4. Request for Information/ Request for Approval. This is requested when there is a clarification on plans. The contractor shall submit a request for information on details not reflected in the Program of Works and Detailed Engineering Designs. The Contractor may also submit proposals but must be subject to approval.</p> <p>Note: Non-submission of the above documents will be counted as Non-Compliance and will have a corresponding penalty. All submittals shall be submitted to OCM-BICTO and email soft copies to bicto@bangsamoro.gov.ph and furnish copy to ictims@bicto.bangsamoro.gov.ph.</p> <p>NON-COMPLIANCE WITH SUBMITTALS AND OTHER SITE INSTRUCTIONS Failure to submit the necessary Submittals on the applied situation, shall be charged in the amount of 1% per noncompliance which will be deducted from the contractor's billing. This amount shall be reverted to the contractor on the final billing upon compliance.</p> <p>NON-COMPLIANCE WITH PLANS, SPECIFICATIONS, AND CONSTRUCTION METHODOLOGY</p> <ol style="list-style-type: none"> 1. Failure to comply with the approved plans & specifications will be subject to a billing deduction. 2. Rectification of work will be imposed without additional cost if it is due to the contractor's negligence.
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	<p>3. The contractor shall submit justification for plans not executed properly. Third-party agencies may also attest or evaluate.</p> <p>CHANGE ORDERS/VARIATION ORDERS</p> <p>As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:</p> <ol style="list-style-type: none"> 1. Change Orders resulting from design errors, omissions, or nonconformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity. 2. Payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10%) of the original contract price. (Subject to fund availability) 3. Variation order related to the site condition and topography of the project is not allowed. <p>TIME EXTENSION CLAIMS</p> <ol style="list-style-type: none"> 1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the procuring entity shall determine the amount of such extension; provided that the procuring entity is not bound to take into account any claim for an extension of time unless the contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the procuring entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the contractor of any claim. Upon receipt of full and detailed particulars, the procuring entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the procuring entity's opinion, the findings of facts justify an extension. 2. No extension of contract time shall be granted the contractor due to: <ol style="list-style-type: none"> (a) ordinary unfavorable weather conditions and (b) Inexcusable failure or 30 negligence of contractor to provide the required equipment, supplies or materials. 3. Extension of contract time may be granted only when the affected activities fall within the critical path of the Project Evaluation and Review Technique/Critical Path Method network. 4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original
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	<p>contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.</p> <p>5.Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the government in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the procuring entity, non-acquisition of permit to enter private properties within the right-of way resulting in complete paralization of construction activities, and other meritorious causes as determined by the Government's authorized Engineer and approved by the procuring entity.</p> <p>6. Extension of Performance and Surety Bonds shall be required.</p> <p>LIQUIDATED DAMAGES</p> <p>Liquidated damages shall be payable by the contractor in case there is a breach of contract. For the procurement of Goods, Infrastructure Projects, and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.</p> <p>TERMINATION OF CONTRACT</p> <p>Termination of contracts for Infrastructure Projects:</p> <p>The Procuring Entity shall terminate a contract for default when any of the following conditions attend its implementation:</p> <ol style="list-style-type: none"> 1. Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870; 31 2. Due to the Contractor's fault and after the contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the work; or 3.The Contractor: i. abandons the contract works, refuses or fails to comply with a valid instruction of the Procuring Entity
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	<p>or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity; ii. does not actually have on the project site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved work plan and equipment deployment schedule as required for the project; iii. does not execute the Works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract; iv. Neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable; or v. sub-lets any part of the contract works without approval by the Procuring Entity.</p> <p>SANCTIONS AND GROUNDS FOR BLACKLISTING</p> <p>Contract Implementation Stage Pursuant to Section 69 (6) of R.A. 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:</p> <ul style="list-style-type: none"> a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP"); b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following: 32 i. Employment of competent technical personnel, competent engineers and/or work supervisors; ii. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions; iii. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions; iv. Deployment of committed equipment, facilities, support staff and manpower; and v. Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation. c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the
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	<p>proposal without prior written approval by the procuring entity.</p> <p>d) For the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the constructor shall be construed as poor performance: i. Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and ii. Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.</p> <p>e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause. In addition to the penalty of suspension, the performance security posted by the contractor shall also be forfeited.</p> <p>SITE INSPECTIONS:</p> <ol style="list-style-type: none"> 1. The Contractor shall notify the OCM-BICTO within five (5) days if there are major modification within project specifics which needs approval. 2. Joint Inspection shall be conducted by the OCM-BICTO, Inspectorate Team, and representative of TMS in the evaluation of billing. The contractor's Site Engineer must also be present during the inspection to address the concern of the inspectors. 3. Other forms of Site Inspections will be conducted as may be necessary.
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Section VI. Specifications

PROJECT TITLE: SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, AND COMMISSIONING OF BICTO INTRANET PROJECT FOR BARMM

Infrastructure Requirements

The main goal of this project is to establish a robust and rigid infrastructure that will serve as a highway of digital and data communication between BARMM Government Ministries, Offices, and Agencies.

- **Network Requirements**

An On-Premise Server and Routers will be used integrating the deployment of Fiber Optic Technology utilizing the Gigabit Passive Optical Network (GPON) multiplexing capabilities and multiplexing capable equipment such as Optical Line Terminal (OLT), Local Convergence Point (LCP), Network Access Point (NAP), and Optical Network Unit (ONU). Alongside this, a cascade of managed switches paired with firewall will be installed.

3 servers are expected to run backing up the whole intranet system – Domain Name Server, File Server, and Web Server; to which, file server has the biggest storage capacity.

A 124-core Figure 8 Fiber Optic Cable (FOC) will be used from NAP-to-NAP and a 2-core FOC from NAP going to Offices' Optical Distribution Frames (ODF).

A dual-ring or dual-mesh topology will be deployed to ensure efficiency, security, redundancy, resource allocation, and adaptability. Its advantages stem from its redundancy, fault tolerance, load distribution, simplicity, and scalability.

- **Network Configuration**

A standardized network configuration template must be provided wherein the IP addressing, subnets, and VLANs must be reflected. The networks and hosts subnet masking must be presented and must abide according to the office's requirement to be identified by BICTO Focal.

Network diagram, network security plan, and network security protocol must also be reflected specifying its Intrusion Detection System (IDS) capability that will boost-up system's protection.

- **Data Storage and Backup**

Specifications for data storage are essential to ensure that the storage solution meets the capacity, performance, and data protection requirements.

An on premise storage device of either of the following must be deployed - Hard Disk Drives (HDDs), Solid-State Drives (SSDs), or Network-Attached Storage (NAS). This storage device must prioritize storing sensitive and confidential office related documents and/or media only. Back-up solutions must be deployed to ensure data integrity, disaster recovery, data encryption, and data access and retrieval.

- **Scalability and Redundancy**

To accommodate for future improvement, expansion, and growth of the intranet system, equipment must be scalable which will allow us to change systems with no reinvestment in new infrastructure. This enables us to respond quickly to changes in demand without incurring significant costs

Include redundancy measures for critical components to ensure high availability and fault tolerance.

- **Performance and Load Testing**

Performance testing program must be deployed to assess the intranet's responsiveness, throughput, and scalability under various load conditions. A network performance testing report must be presented showing the over-all health and status of the network.

Technical Support and Maintenance Requirements

- **Service Level Agreements (SLAs)**

The service provider must, at all times, be ready to support and offer solution in any technical support needed by the end-user. An active contact number and e-mail address must be provided by the provider.

Issues within the system, including infrastructure elements installed by the provider must be serviced by the provider, and offer and employ appropriate solutions as needed to reduce downtime of the system.

Intranet system within government offices are considered very essential in the day-to-day operations, with this, system downtime must be, at all times, avoided and prevented. The technical support provider must adhere to predefined SLAs for issue resolution, uptime, and system performance.

After project completion and acceptance, the three (3) years support/warranty period shall commence and shall continue if certain issue persists until project operation is assessed smooth by the end-user.

SLAs should specify guaranteed response times, resolution times, and the availability of support during specified business hours.

- **Response Times**

The technical support team must acknowledge reported issues within 1 hour of receipt during regular business hours and within 4 hours for off-hours or critical incidents. In cases where system downtime is inevitable, provider must provide solution not later than 2 hours from the time of acknowledgement.

Initial response times should be no longer than 30 minutes for critical issues affecting the entire intranet system.

- **Escalation Procedures**

A technical support must be available at all times accommodating end-users' inquiries and concerns.

Technical concerns within the capacity of the person in-charge, shall not be escalated to the higher-ups but will only be catered and handled by the said personnel. Concerns and problems considered as First-Line Maintenance (FLM) are considered standard support tasks, including basic device troubleshooting. More specifically, FLM do not include replacing hardware, resolving software bugs or defects, or using advanced tools or techniques.

Technical concerns outside FLM's scope must be escalated to the provider's Engineer or IT Specialist to employ appropriate actions deemed necessary in order to solve the issue and bring the system up.

In situations where direct escalation to the provider's Engineer or IT Specialist must be considered urgent and must be handled and resolved as soon as possible.

- **Proactive Maintenance**

Regular scheduled maintenance of not less than four (4) times a year should be conducted to ensure the optimal performance and security of the intranet system. Maintenance tasks should include software updates, security patches, and system health checks to identify and resolve potential issues before they impact operations.

- **Remote Support Capabilities**

Enable remote support capabilities in the equipment such as telnet and/or SSH for troubleshooting and issue resolution to ensure prompt assistance if an issue arises. Specify the tools and protocols for remote access to diagnose and resolve technical issues efficiently.

- **User Training and Knowledge Transfer**

Develop user training resources and a comprehensive knowledge based hands-on training to empower end-users to troubleshoot common issues independently. Conduct refreshers at least once a year to update the end-users' knowledge with relevant information and troubleshooting guidelines.

- **System Backup and Recovery**

Implement a robust backup and disaster recovery plan to safeguard the intranet data and ensure business continuity in the event of system failures or data loss. Conduct regular backup tests and verify the integrity of backed-up data to guarantee its recoverability.

- **Performance Monitoring and Reporting**

Establish performance monitoring tools to track the intranet's performance metrics, such as uptime, response times, and user access patterns. Generate regular performance reports for stakeholders, highlighting any trends or potential issues that may require attention.

- **Documentation and Change Management**

Maintain comprehensive documentation of all technical support activities, including issue logs, resolutions, and system changes. Implement a change management process to track and document any modifications or updates to the intranet system, ensuring transparency and accountability.

- **User Communication and Feedback**

Establish a communication channel for users to report issues, provide feedback, and make suggestions for improving the intranet system and the technical support services. Regularly communicate system updates, maintenance schedules, and any known issues to keep users informed and engaged.

By implementing these technical support and maintenance requirements, BICTO can ensure the continuous operation of their intranet system, minimize downtime, and provide timely and effective assistance to users, thereby optimizing the overall user experience and productivity.

Outside Plant Installation

- **Request To Attach (RTA)**

The RTA permit must be processed 2-3 weeks prior project implementation. This must be submitted to Telecommunications Companies, Power Companies, and Government Entities where the proposed FOC will be attached going to respective offices.

Without the approved RTA, laying of FOC within Bangsamoro Government Center (BGC) cannot proceed as it is the requirement required by the mentioned entities.

- **Pole Accessories**

To maintain and be compliant to the standards, all pole accessories must be in place and used during installation proper. The following are the identified accessories which must be used; Pole Clamp, Straight and Curve Suspension Clamp, Guy Grip, Loop Holder, Grounding Set, House Bracket, Fiber Clamps, and Tie Wrap.

- **Maintenance Loop**

A 30-m maintenance loop must be observed every 150-m run or approximately every after 5 poles; this must be placed inside the loop holder, kept intact by tie wrap, so as to keep it in place and fixed.

- **Point of Insertion (POI)**

A POI can be placed in strategic places within the intranet loop to enable future activities. The POI is the main place where fiber splicing is done within the backbone of the intranet aside from the NAP.

- **Network Access Point (NAP)**

A minimum of eight (8) NAPs with eight (8) pair of ports each must be placed inside the BGC, in strategic places to be identified before implementation with the end-user, to cater

and to be accessible for last mile installation of 2-core FOC going to offices' Main Distribution Frames (MDFs).

Data Hub

- **Electrical Requirement**

A dedicated conduit housing the electrical wires and another for communication lines going inside the data hub must be placed and organized in a horizontal rack. Consequently, dedicated breakers for each data cabinet/rack, with the capacity to be determined upon project start-up, must be installed in a separate panel with labels. Electrical load computation must be presented which can handle the installed equipment.

Electrical wires to be installed must be in accordance with the AWG standard to assure its load capacity and current limits.

- **Grounding Requirement**

All equipment installed inside the data cabinets/racks must be grounded and the data cabinet/rack itself must also be well grounded.

Insulated Conductors: No. 6 AWG green THHN insulated stranded conductors rated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

Grounding Busbars shall be electro tin plated copper ¼" thick and shall be U.L. listed and manufactured for this purpose. Busbars shall be installed on insulators and stainless steel standoff brackets.

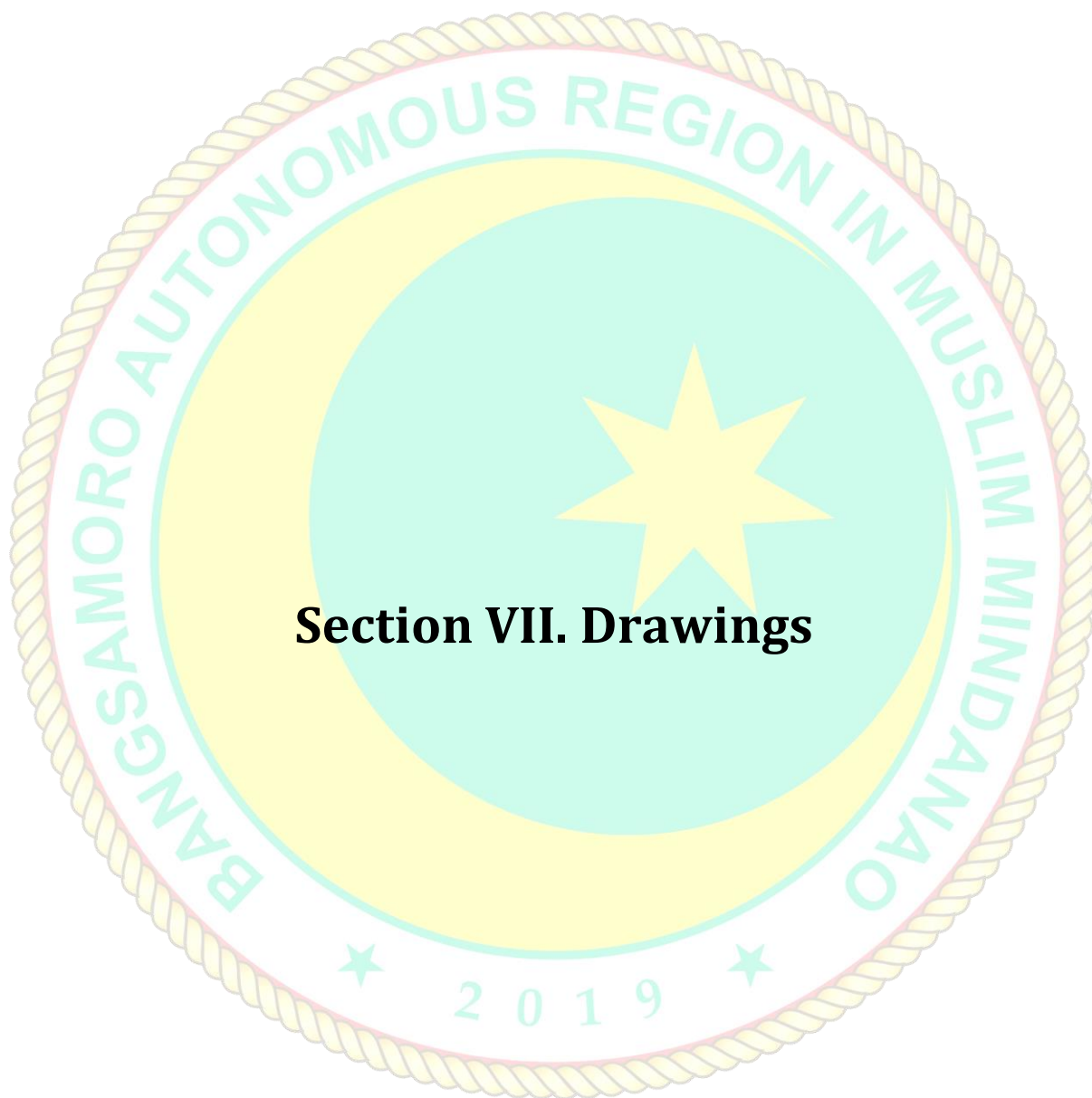
Telecommunications Main Grounding Busbar (TMGB): Shall be a minimum of 4" high x 24" long. The TMGB shall be equipped with a minimum of 28 pairs of predrilled 5/16" diameter holes and 5 pairs of 7/16" diameter holes. The 5/16" hole spacing shall be 5/8" on center and the 7/16" hole spacing shall be 1" on center.

Telecommunications Grounding Busbar (TGB): Shall be a minimum of 2" high x 12" long. The TMGB shall be equipped with a minimum of 6 pairs of pre-drilled 5/16" diameter holes and 3 pairs of 7/16" diameter holes. The 5/16" hole spacing shall be 5/8" on center and the 7/16" hole spacing shall be 1" on center.

Ground Rod: A copper ground rod with a standard length of 8' and must be buried whole in the ground with electrodes and ground clamp on it.

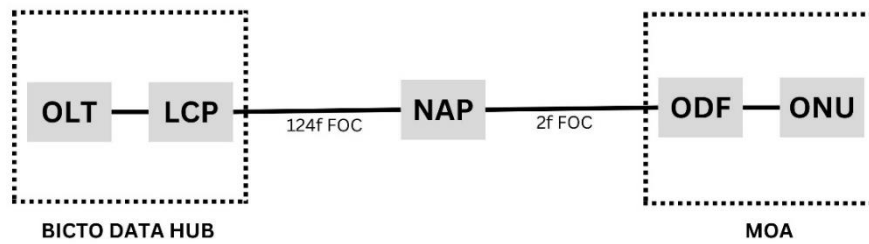
Site Supervision

Provide Competent, Licensed Electronics Engineer, duly accredited by the PRC, or experienced IT Specialist with at least 5 years of experience in project management. The Site Engineer of the contractor will be responsible for the direct supervision of the project implementation. He/She will lead the project activities on field. The linemen and ground men must be competent as well, with years of experience in the same or similar nature of project.



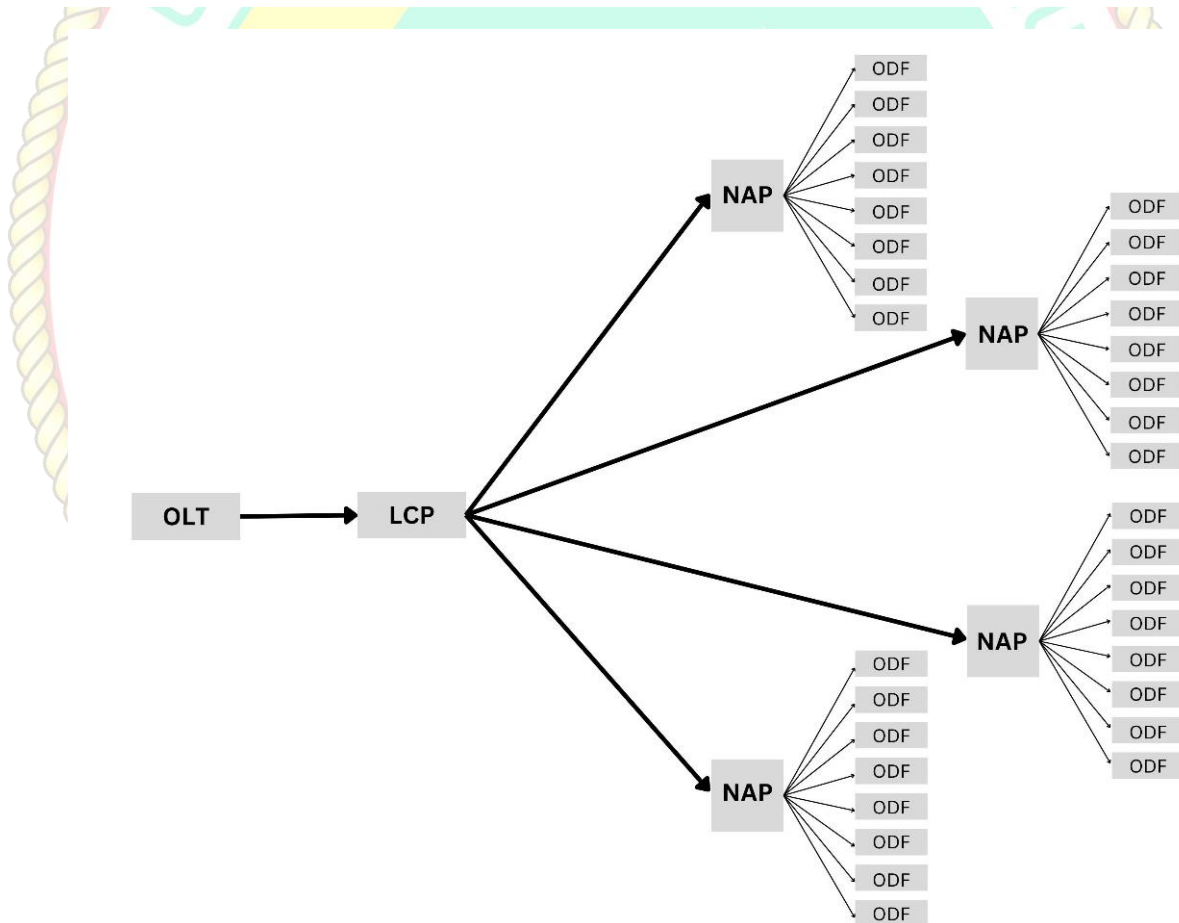
Section VII. Drawings

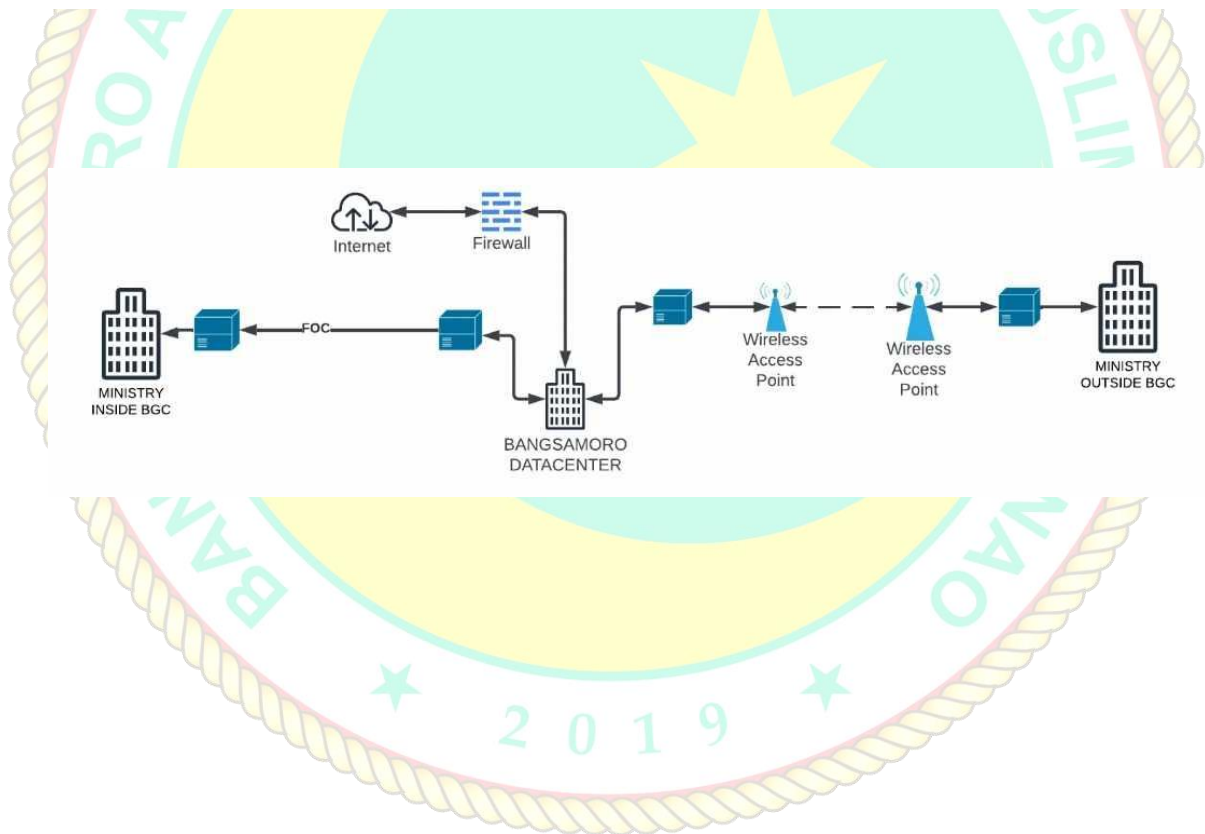
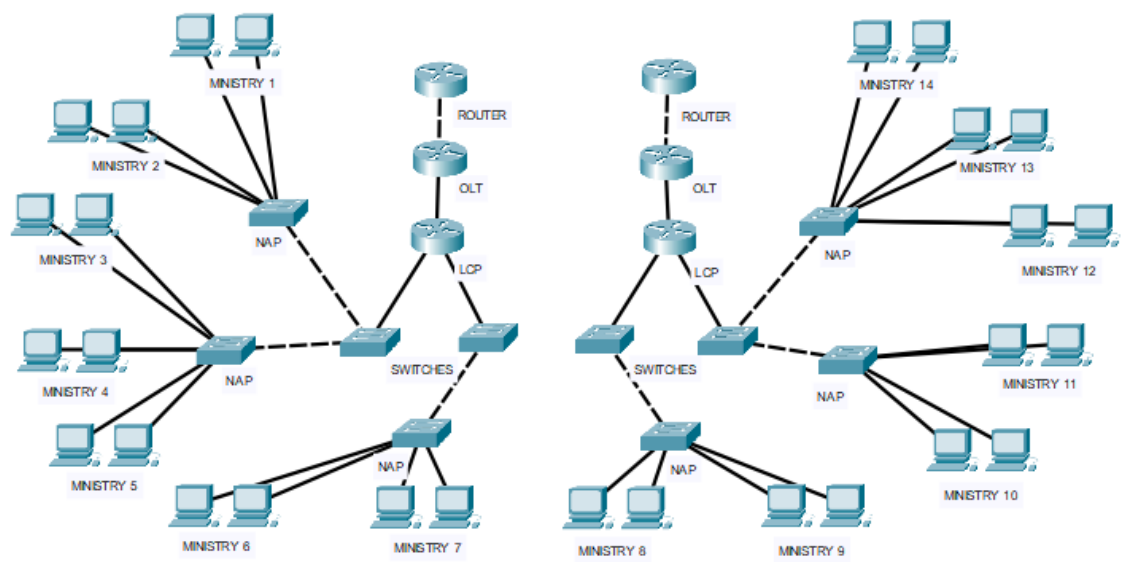
Proposed Network Architecture



LEGEND:

OLT - Optical Line Terminal
LCP - Local Convergence Point
NAP - Network Access Point
ODF - Optical Distribution Frame
ONU - Optical Network Unit





Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

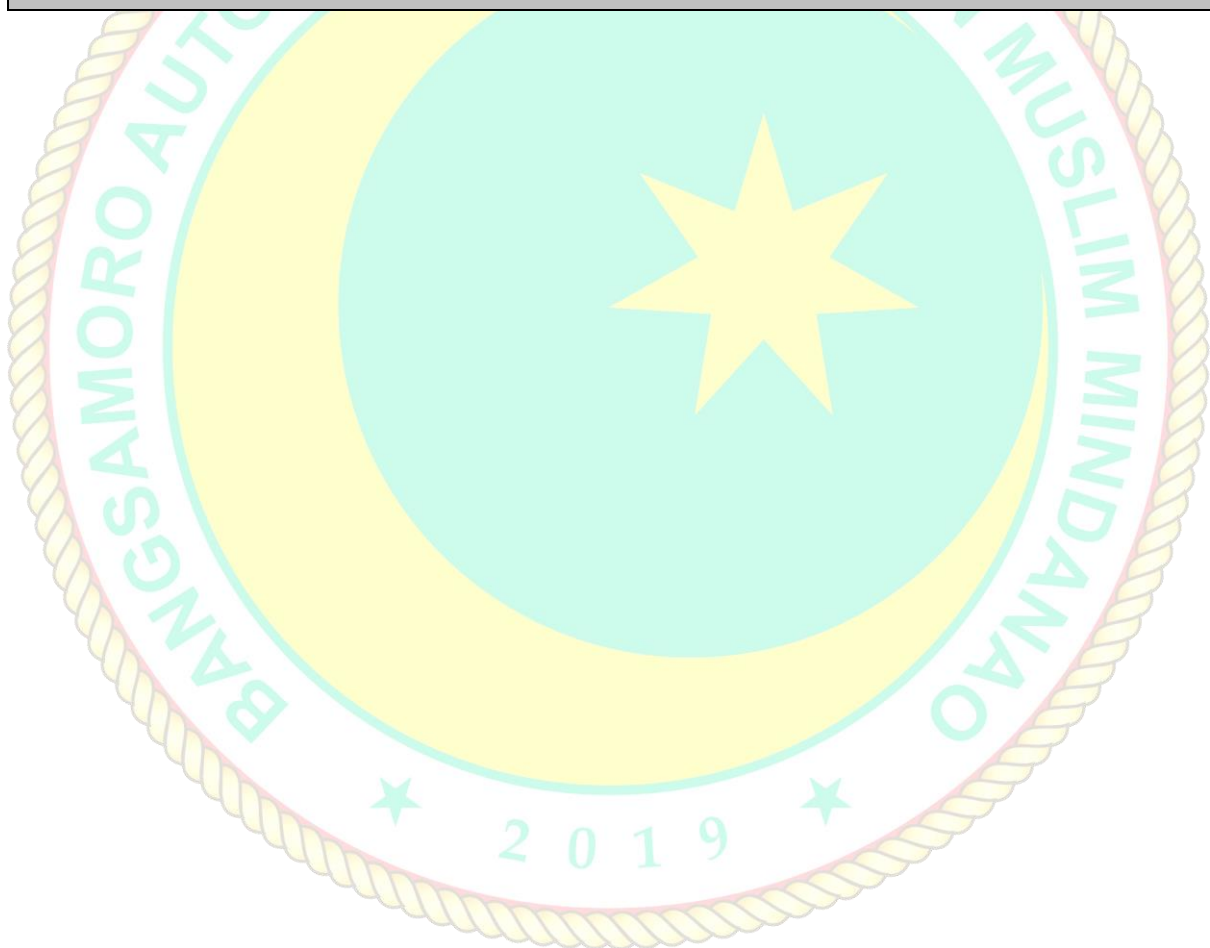
The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized

contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.



Section IX. 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.

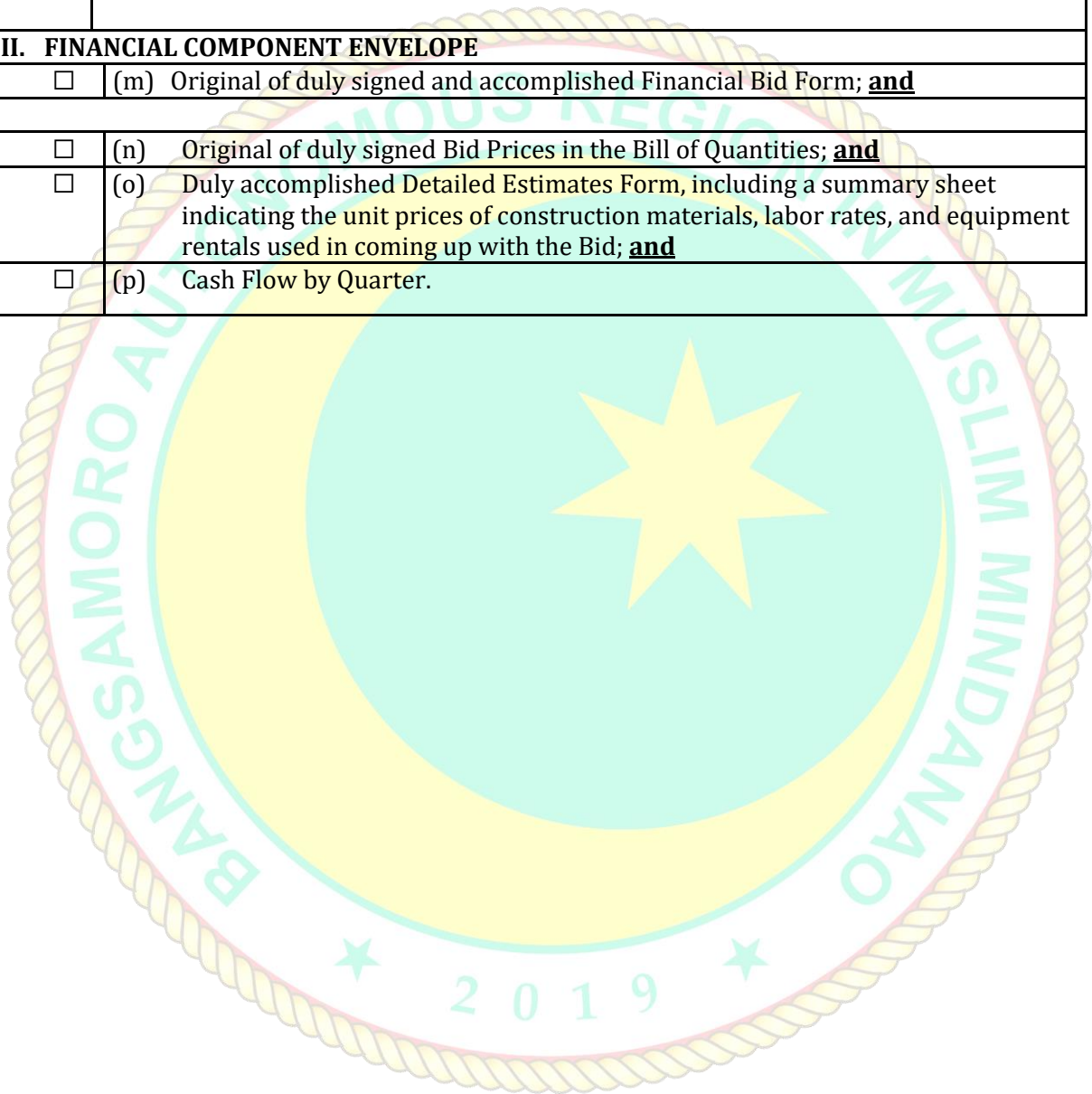
The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.



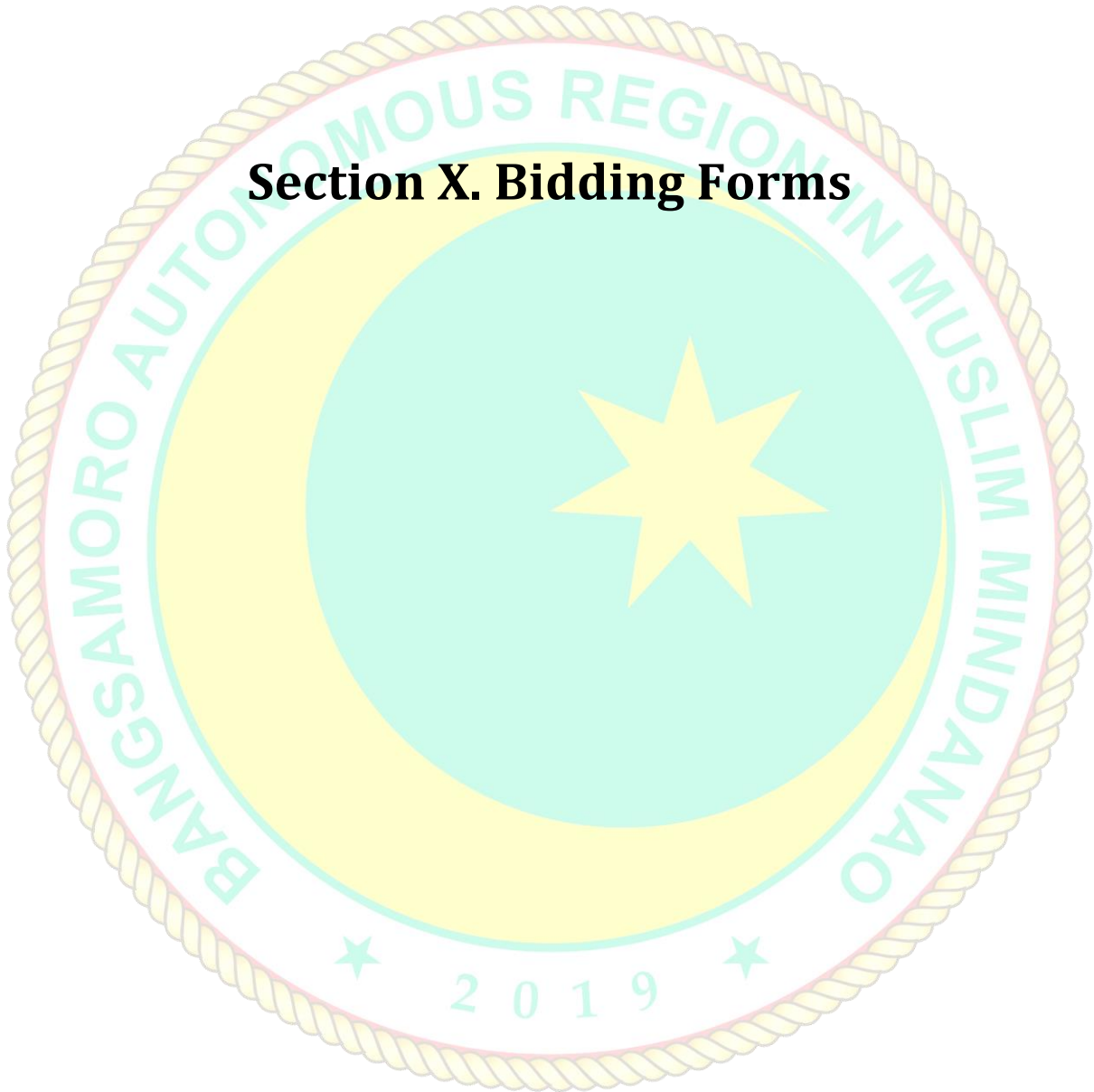
Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
Class "A" Documents	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
<u>Technical Documents</u>	
<input type="checkbox"/>	(e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
<input type="checkbox"/>	(f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and
<input type="checkbox"/>	(g) Philippine Contractors Accreditation Board (PCAB) License; or Special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid; and
<input type="checkbox"/>	(h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
	(i) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
<input type="checkbox"/>	c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and
<input type="checkbox"/>	(j) 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.
<u>Financial Documents</u>	
<input type="checkbox"/>	(k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
Class "B" Documents	

<input type="checkbox"/>	(l) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; <u>or</u> 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	
<input type="checkbox"/>	(m) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
<input type="checkbox"/>	(n) Original of duly signed Bid Prices in the Bill of Quantities; <u>and</u>
<input type="checkbox"/>	(o) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; <u>and</u>
<input type="checkbox"/>	(p) Cash Flow by Quarter.



Section X. Bidding Forms



Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: **OFFICE OF THE CHIEF MINISTER**

Bangsamoro Government Center, Cotabato City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions

of issued GPPB guidelines² for this purpose;

- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and 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 the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

² currently based on GPPB Resolution No. 09-2020

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

To: *Office of the Chief Minister
Bangsamoro Government Center, Cotabato City*

I/We, 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 procurement 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 No. 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; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

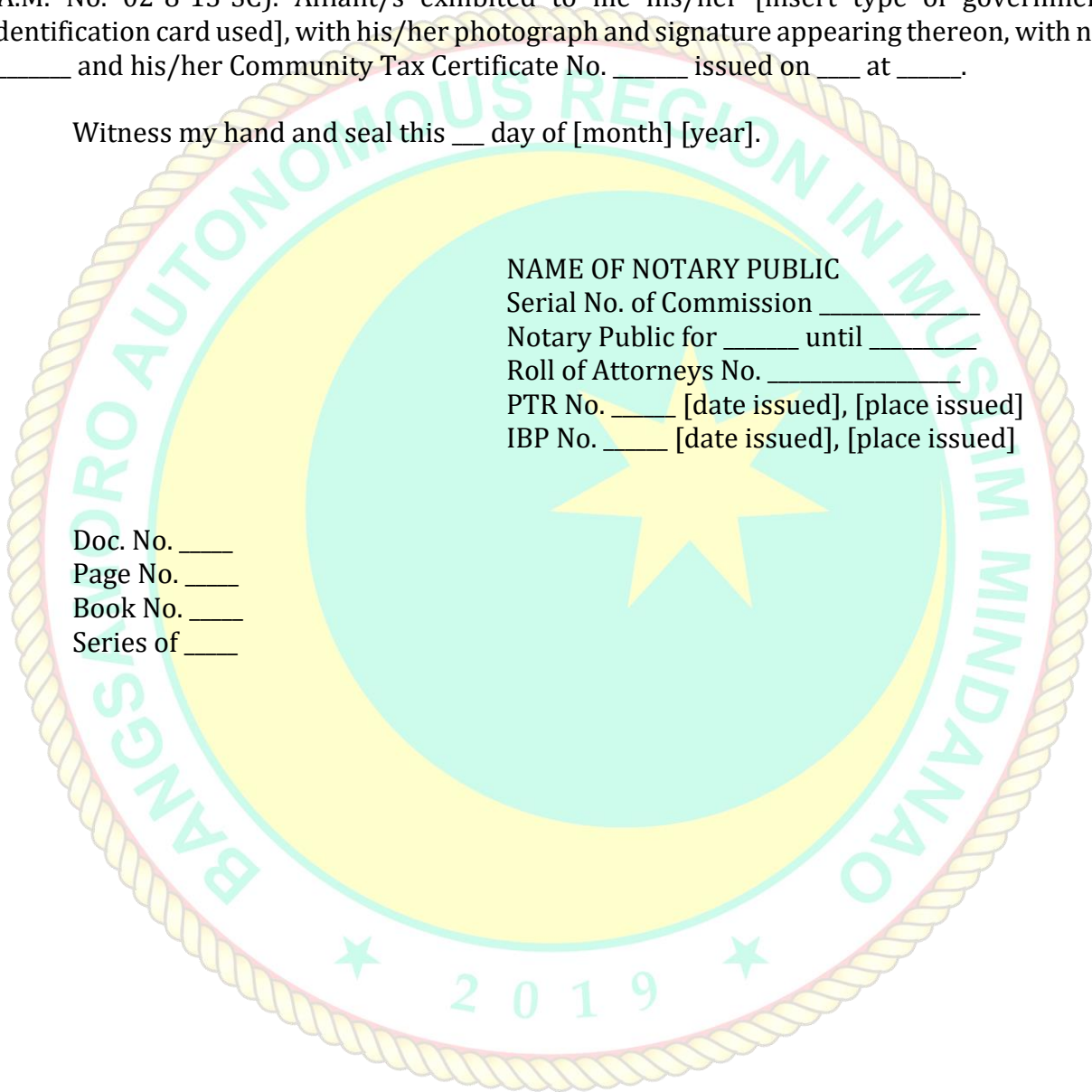
[Insert signatory's legal capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC _____
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____



Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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 Office of the Chief Minister, 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 Office of the Chief Minister, 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, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the **[Name of the Project]**.

9. **[Name of Bidder]** did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Statement of Single Largest Completed Contract Similar to the Contract to be bid

Name/Title of the Single Contract:

Parties to the Contract:

- a. _____; and
b. _____

Amount of the Contract: _____ (inclusive of all applicable taxes and other charges/VAT exclusive)

Date of Completion: _____

Contract Period/Duration: _____

Description of Similar Contract: (description should show similarity with the requirement)

Supporting Documents attached showing the above information. Please put a check (✓) mark on the document submitted:

☐ Contract
☐ Job Order

☐ Purchase Order
☐ Notice of Award

- ☐ Notice to Proceed
- ☐ Sales Invoice
- ☐ Official Receipt
- ☐ Certificate of Completion
- ☐ Certificate of Acceptance
- ☐ Certificate of Satisfactory Performance,
if available
- ☐ Statement of Account showing payment
- ☐ Delivery Receipt
- ☐ Others: _____



For purpose of validating the similar contract, the bidder shall provide the following:

- a. **Name of Contact Person:** _____
- b. **Active/Working Telephone (landline/mobile number/s) and Fax number/s:**

- c. **Active/Working E-mail address/es:** _____

Submitted by:

NAME OF THE BIDDER OR ITS AUTHORIZED REPRESENTATIVE AND ITS SIGNATURE

Designation



STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS

Name of the Company: _____

Address: _____

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING AWARDED BUT NOT YET STARTED

Name of Contract	a. Name of the Procuring Entity; b. Contact Person; c. Address; d. Contact Nos:	a. Contract References (PO/Contract); b. Contract Date c. Contract Duration	a. Estimated Completion or Delivery	Contract Amount	% of Accomplishment Planned
GOVERNMENT					
PRIVATE					
					Total

This statement shall be supported by:

1. Notice of Award;
2. Contract, if applicable; and
3. Notice to Proceed, if applicable.

Submitted by:

NAME OF THE BIDDER OR ITS AUTHORIZED REPRESENTATIVE AND ITS SIGNATURE

Designation