BIDDING DOCUMENTS
for the
Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Homersuns and Configuration of Network Active Components for the National Security Council Building Project
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SECTION I: INVITATION TO BID

Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Homeruns and Configuration of Network Active Components for the National Security Council Building Project

ITB NO.: NSC2022-01

1. The National Security Council (NSC), through FY 2020 General Appropriations Act, intends to apply the sum of ONE MILLION EIGHT HUNDRED THOUSAND PESOS (Php1,800,000.00), being the Approved Budget for the Contract (ABC) for the procurement of the Project, “Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Homeruns and Configuration of Network Active Components for the National Security Council Building Project”, bids received in excess of the ABC shall automatically be rejected at bid opening.

2. The NSC now invites bids for Project, “Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Homeruns and Configuration of Network Active Components for the National Security Council Building Project”.

Delivery of goods shall be in accordance with the Delivery Schedule in the Terms of Reference (TOR).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

4. 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.

The schedule of bidding activities is as follows:

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<th>SCHEDULE</th>
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<tbody>
<tr>
<td>Advertisement/Posting to PhilGEPS Website</td>
<td>Feb 8 - 15, 2022</td>
</tr>
<tr>
<td>Pre-Bid Conference</td>
<td>Feb 16, 2022 / Weds / 1:00PM</td>
</tr>
<tr>
<td>Deadline of Submission and receipt of Bids/Bid Opening</td>
<td>Feb 28, 2022 / Mon / 1:00PM</td>
</tr>
<tr>
<td>Bid Evaluation</td>
<td>Mar 01, 2022 / Tues / 1:00PM</td>
</tr>
<tr>
<td>Post -Qualification</td>
<td>Mar 02, 2022</td>
</tr>
<tr>
<td>Issuance of Notice of Award</td>
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</tr>
<tr>
<td>Contract preparation and signing</td>
<td>Mar 04, 2022</td>
</tr>
<tr>
<td>Issuance of Notice to Proceed</td>
<td>Mar 08, 2022</td>
</tr>
</tbody>
</table>
5. The Procuring Entity will hold a pre-bid conference via Virtual Tele-Conferencing (VTC) for this project on 16 February 2022 / Wednesday / 1:00pm. The bidder must submit on 15 February 2022 the official email address of the staff who will join the VTC.

6. The Invitation to Bid, Terms of Reference and bidding documents may be obtained free of charge from the NSC-BAC Secretariat and may be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and NSC website at www.nsc.gov.ph.

7. Bids in hard copies must be submitted to the NSC-BAC Secretariat at #5 V. Luna Road corner East Avenue, Diliman, Quezon City.

8. Interested bidders may obtain further information from NSC-BAC Secretariat at telephone number 8927-4245 loc 1504 / 1506 (c/o Ms. Elvira Pareja).

9. The National Security Council reserves the right to accept or reject any bids, or declare a failure of bidding to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders and in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations.

FILONILA D. BALITAAN  
Chairman, Bids and Awards Committee  
National Security Council
SECTION IA - CHECKLIST OF ELIGIBILITY AND TECHNICAL DOCUMENTS FOR SUBMISSION

FIRST ENVELOPE

Class “A” Documents:

Legal Documents:
- Valid and current Certificate of PhilGEPS Registration (Platinum Membership)
- or
- Registration Certificate from SEC/DTI/CDA:
  Securities and Exchange Commission (SEC) – for partnerships/corporations;
  Department of Trade and Industry (DTI) – for sole proprietorship;
  Cooperative Development Authority (CDA) – for cooperatives.
- Valid and Current Mayor’s Permit
- Tax Clearance per Executive Order No. 398, series of 2005, as finally reviewed and Approved by the Bureau of Internal Revenue (BIR)
- Audited Financial Statement stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year

Technical Documents:
- Statement of all Ongoing Private and Government 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.
- Statement of Single Largest Completed Contract (SLCC), which is similar in nature, within three (3) Years prior to the Pre-Bid Conference with the following attachment:
  - Photocopy of Single Largest Completed Contract or Purchase Order (at least 50% of the ABC)
  - Certificate of Completion or Acceptance from the Bidder’s client or Official Receipt
- Net Financial Contracting Capacity (NFCC) computation or committed Line of Credit from a universal or commercial bank
- Bid Security in any of the following forms:
  - Cash or cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank (2% of the ABC); or
  - Surety bond (3% of the ABC) with a Certificate from the Insurance Commission; or
  - Bid Securing Declaration
- Conformity with Section IV. Schedule of Requirements
- Conformity with Section V. Technical Specifications
- Omnibus Sworn Statement

In addition to the above eligibility documents (Class “A”) listed in the 10.1, the following documents must also be included in the envelope 1:

(i) List of clients with updated addresses, contact persons and telephone numbers;
(ii) General Information Sheet for CY 2020 or 2021 (Original or Certified True Copy by the SEC);
(iii) VAT Registration & TIN Taxpayer (Original or Certified True Copy by the BIR);
(iv) Company Profile
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SECTION II: INSTRUCTIONS TO BIDDERS

A. GENERAL

1. SCOPE OF BID

1.1 The procuring entity named in the BDS (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for the Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Homeruns and Configuration of Network Active Components for the National Security Council Building Project as described in Technical Specifications (hereinafter referred to as the “Goods”).

1.2 The name and identification to this bidding are provided in the BDS.

1.3 Drop eligibility documents and bidding documents or letter of regret at the designated bid boxes at the New Reception Area, c/o BAC Secretariat.

2. SCOPE OF WORK

Bidders shall comply with the Scope of Work as stated in the BDS.

3. SOURCE OF FUNDS

The Procuring Entity has a budget or has applied for or received funds from the funding source named in the BDS, and in the amount indicated in the BDS. It intends to apply part of the funds received for the Project, as defined in the BDS, to cover eligible payments under the contract.

4. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES

4.1 Unless otherwise specified in the BDS, 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. In pursuance of this policy, the Procuring Entity defines, for purposes of this provision, the terms set forth below as follows:

(a) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or include others to do so, by misusing the position in which they are placed, and includes of offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA3019.

(b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(c) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(d) “coercive practices” means haring or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
4.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices.

4.3 Furthermore, the Procuring Entity reserves the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves.

5. CONFLICT OF INTEREST

5.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

(a) A Bidder has controlling shareholders in common with another Bidder;
(b) A Bidder received or has received any direct or indirect subsidy from any other Bidder;
(c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
(d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence the decisions of the Procuring Entity regarding this bidding process. This will include a form or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement or implementation of the project if the personnel would be involved in any on the same project.
(e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
(f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

5.2 In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a Sworn Affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

(a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
(b) If the Bidder is a partnership, to all its officers and members;
(c) If the Bidder is a Corporation, to all its officers, directors, and controlling stockholders; and
(d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.
6. ELIGIBILITY CRITERIA OF BIDDERS

6.1 Unless otherwise provided in the BDS, the following persons shall be eligible to participate in this bidding:

(a) Duly licensed Filipino citizens/sole proprietorships;
(b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
(c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
(d) Cooperatives duly organized under the laws of the Philippines; and
(e) Persons/entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

6.2 Government owned or -controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

6.3 (a) 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 Approved Budget for the Contract (ABC) adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index. 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.

(b) 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 BDS.

For this purpose, contracts similar to the Project shall be those described in the BDS.

6.4 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

\[ \text{NFCC} = \left( \text{Current assets minus current liabilities} \right) (15) \]

minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders’ NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.
7. **BIDDER’S RESPONSIBILITIES**

7.1 The Bidder or its duly authorized representative shall submit a sworn statement in the prescribed bidding.

7.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

7.3 It shall be solely responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and nature of the project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

7.4 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.

7.5 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. **SUBCONTRACTS**

8.1 Unless otherwise specified in the BDS, the Bidder may subcontract portions of the Goods or civil works to an extent as may be approved by the Procuring Entity and stated in the BDS. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

8.2 Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods and civil works shall be disallowed.

8.3 The Bidder may identify the subcontractor to whom a portion of the Goods and civil works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during the bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. **CONTENTS OF BIDDING DOCUMENTS**

9. **PRE-BID CONFERENCE**

9.1 (a) If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders’ questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the BDS.

Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Hierarchy and Configuration of Network Active Components for the National Security Council (NSC) Building Project.
9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity’s requirements.

9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS

10.1 Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10.2 The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

10.3 Supplemental/Bid Bulletins may also be issued upon the Procuring Entity’s initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.4 Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 22.

C. PREPARATION OF BIDS

11. LANGUAGE OF BIDS

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder’s country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. DOCUMENTS COMPRISING THE BIDS: ELIGIBILITY AND TECHNICAL COMPONENTS

Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

12.1 ELIGIBILITY DOCUMENTS

Class “A” Documents:

Legal Documents:

☐ Valid and current Certificate of PhilGEPS Registration (Platinum Membership)

or

☐ Registration Certificate from SEC/DTI/CDA:
Securities and Exchange Commission (SEC) – for partnerships/corporations;
Department of Trade and Industry (DTI) – for sole proprietorship; or
Cooperative Development Authority (CDA) – for cooperatives.

☐ Valid and Current Mayor’s Permit
☐ Tax Clearance per Executive Order No. 398, series of 2005, as finally reviewed
    and Approved by the Bureau of Internal Revenue (BIR)
☐ Audited Financial Statement stamped “received” by the BIR or its duly
    accredited and authorized institutions, for the preceding calendar year

Technical Documents:
☐ Statement of all Ongoing Private and Government 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.
☐ Statement of Single Largest Completed Contract (SLCC), which is similar in
  nature, within three (3) Years prior to the Pre-Bid Conference with the
  following attachment:
    - Photocopy of Single Largest Completed Contract or Purchase Order (at least 50% of
      the ABC)
    - Certificate of Completion or Acceptance from the Bidder’s client or Official Receipt
      The statement shall include, for each contract, the following:
      1) name of the contract;
      2) date of the contract;
      3) kinds of goods;
      4) amount of contract and value of outstanding contracts;
      5) date of delivery; and
      6) end-user’s acceptance or official receipt(s) issued for the contract,
        if completed.

☐ Net Financial Contracting Capacity (NFCC) computation or committed Line of
  Credit from a universal or commercial bank
☐ Bid Security in any of the following forms:
    - Cash or cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of
      credit issued by a Universal or Commercial Bank (2% of the ABC); or
    - Surety bond (3% of the ABC) with a Certificate from the Insurance Commission; or
    - Bid Securing Declaration
☐ Conformity with Section IV. Schedule of Requirements
☐ Conformity with Section V. Technical Specifications
☐ Omnibus Sworn Statement

In addition to the above eligibility documents (Class “A”) listed in the 10.1, the following
documents must also be included in the envelope 1:
( i ) List of clients with updated addresses, contact persons and telephone numbers;
( ii ) General Information Sheet for CY 2020 or 2021 (Original or Certified True
      Copy by the SEC);
( iii ) VAT Registration & TIN Taxpayer (Original or Certified True Copy by the
      BIR);
(iv)Company Profile

CLASS “B” DOCUMENT:
If applicable, the valid 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 JVS in the instance that the bid is
successful.
13. DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT

13.1 Unless otherwise stated in the BDS, the financial component of the bid shall contain the following:

(a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with ITB Clauses 14; and

(b) Any other document related to the financial component of the bid as stated in the BDS.

(i) Unless otherwise stated in the BDS, all Bids that exceed the ABC shall not be accepted.

(ii) Unless otherwise indicated in the BDS, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

14. BID PRICES

The contract shall be for the whole Works, as described in ITB Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

APPROVED BUDGET FOR THE CONTRACT (ABC):

"Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Homeruns and Configuration of Network Active Components for the National Security Council Building Project" - PhP 1,800,000.00 (VAT INCLUSIVE)

Prescribed Form:

a. Use Bid Proposal Form
b. Complete the required data on all portions of the Proposal Form.
c. Refer to specific Terms of Reference (TOR) for Specifications,
d. Scope of Work and Conditions.
e. Refer to attached pro-forma contract for other Terms and Conditions.
f. Location/Delivery Reference Point is at:
   Presidential Situation Room (PSR)
   National Security Council
   PSG Compound, Malacañang Park, Manila

Price Offers:

a. Government Taxes, duties, fees and charges.
b. Bid rate shall be written in words as well as in figures.
   In case of discrepancy between the words and figures, the price in words shall prevail. In case of discrepancy in the unit rate and extension thereof, the UNIT RATE governs.
c. Bid prices shall be fixed and quoted in Philippine Peso.
d. Payment shall be made in Philippine Peso

15. BID VALIDITY

Bids shall remain valid for the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

16. BID SECURITY

16.1 The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the BDS, which shall not be less than the percentage of the ABC in accordance with the following schedule:
<table>
<thead>
<tr>
<th>Form of Bid Security</th>
<th>Amount of Bid Security (Equal to Percentage of the ABC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Cash, Cashier’s/Manager’s Check/Bank Draft/guarantee Confirmed by a Universal or Commercial Bank</td>
<td>Two percent (2%)</td>
</tr>
<tr>
<td>b) Irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</td>
<td>Two percent (2%)</td>
</tr>
<tr>
<td>c) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security</td>
<td>Five percent (5%)</td>
</tr>
<tr>
<td>e) Bid Securing Declaration</td>
<td>No Percentage required.</td>
</tr>
</tbody>
</table>

For items a, b, and c, Bid Securities should be **CALLABLE ON DEMAND**.

16.2 The bid security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the NSC as non-responsive.

16.3 No bid securities shall be returned to the bidders after the opening of bids, except to those that failed to comply with any of the requirements submitted in the first bid envelope, as provided in RA 9184. Other than this exception, bid securities shall be returned only after the lowest calculated and responsive bidder/highest rated bidder has signed the contract and furnished the performance security.

16.4 Grounds for Forfeiture of Bid Security.

16.4(i) Withdrawal of Bid Offer within the period of bid validity.

16.4(ii) If the successful bidder fails within the specified time to:
   a) Sign the contract
   b) Proceed with its obligation in the Contract
   c) Submit the required securities and insurances; and
   d) Provide the item that complies with specifications within the period stated in the Contract.

**17. FORMAT AND SIGNING OF BIDS**

17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VI: Bidding Forms on or before the deadline specified in the ITB Clause 19 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

17.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

17.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

17.4 Each and every page of the Bid Form, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
17.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

18. SEALING AND MARKING OF BIDS

18.1 Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”

18.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ - FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___,” respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

18.3 The original and the number of copies of the bid as indicated in the BDS shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s. All envelopes shall:
(a) contain the name of the contract to be bid in capital letters;
(b) bear the name and address of the Bidder in capital letters;
(c) be addressed to the Procuring Entity’s BAC in accordance with ITB Clause 17;
(d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
(e) bear a warning “DO NOT OPEN BEFORE…” the date and time for the opening of bids, in accordance with ITB Clause 23.1.

18.4 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. SUBMISSION AND OPENING OF BIDS

19. DEADLINE FOR SUBMISSION AND RECEIPT OF BIDS

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the BDS.
NSC Time (Wall clock at the new reception area) is the Official Time

Bidder’s shall submit their bids through their duly authorized representative using the forms specified in the bidding documents in two (2) separate sealed envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under Section 23.1 of IRR, and the second shall contain the financial component of the bid.

20. LATE BIDS

Any bid submitted after the deadline for submission and receipt of bid prescribed by the NSC, pursuant to ITB Clause 19, shall be declared “Late” and shall not be accepted by the NSC.

21. BASIS OF AWARDS

Lowest Calculated and Responsive Bid (LCRB)
22. MODIFICATION AND WITHDRAWAL OF BIDS

22.1 The Bidder may modify its bid after it has been submitted; provided that the modification is received by the NSC prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

22.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the NSC prior to the deadline prescribed for submission and receipt of bids.

22.3 Bids requested to be withdrawn in accordance with ITB Clause 22.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

22.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

23. OPENING AND PRELIMINARY EXAMINATION OF BIDS

23.1 The BAC shall open the first bid envelopes of Bidders in public as specified in the BDS to determine each Bidder’s compliance with the documents prescribed in ITB Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary “pass/fail” criterion. If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

23.2 Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid concerned as “failed”.

Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

23.3 Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
23.4 The NSC shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

E. COMPARISON AND EVALUATION OF BIDS

24. PROCESS TO BE CONFIDENTIAL
   a. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 25.
   
   b. Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder’s bid.

25. CLARIFICATION OF BIDS
   To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

26. POST-QUALIFICATION

26.1 The NSC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in ITB Clauses 12, 13, and 14.

26.2 Within a non.Extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
   (a) Latest income and business tax returns in the form specified in the BDS;
   (b) Certificate of PhilGEPS Registration or PhilGEPS Registration Number if the procuring entity is a Philippine foreign office or post, provided that participating bidders should register with the PhilGEPS prior to bid opening; and
   (c) Other appropriate licenses and permits required by law and stated in the BDS.

   Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

26.3 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted pursuant to ITB Clauses 12, 13 and 14, as well as other information as the NSC deems necessary and appropriate, using a non-discritionary “pass/fail” criterion.

26.4 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the NSC the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

26.5 A negative determination shall result in rejection of the Bidder’s Bid, in which event the NSC shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next
Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

27. RESERVATION CLAUSE

27.1 Based on the following grounds, the NSC reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

a) If there is prima facie evidence of collusion between appropriate public officers or employees of the NSC, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) If the NSC’s BAC is found to have failed in following the prescribed bidding procedures; or

(c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

(i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the NSC;

(ii) If the project is no longer necessary as determined by the head of the NSC; and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the NSC.

27.2 In addition, the NSC may likewise declare a failure of bidding when:

(a) No bids are received;

(b) All prospective bidders are declared ineligible;

(c) All bids fail to comply with all the bid requirements or fail post-qualification; or

(d) The bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. AWARD OF CONTRACT

28. CONTRACT AWARD

28.1 Subject to ITB Clause 8, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.

28.2 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

28.3 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.

28.4 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

28.5 The following documents shall form part of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
(d). Performance Security;
(e). Credit line in accordance with ITB Clause 10, if applicable;
(f). Notice of Award of Contract; and
(g) Other contract documents that may be required by existing laws and/or
specified in the BDS.

29. PERFORMANCE SECURITY

29.1 To guarantee the faithful performance by the winning Bidder of its obligations under
the contract, it shall post a performance security within a maximum period of ten (10) calendar
days from the receipt of the Notice of Award from the Procuring Entity and in no case later than
the signing of the contract.

29.2 The performance security shall be in an amount equal to percentage of the total
Contract price, denominated in Philippine Peso and posted in favor of the Procuring Entity in
accordance with the following schedule:

<table>
<thead>
<tr>
<th>Form of Performance Security</th>
<th>Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td>
<td>Five percent (5%)</td>
</tr>
<tr>
<td>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td>
<td></td>
</tr>
<tr>
<td>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td>
<td>Thirty percent (30%)</td>
</tr>
</tbody>
</table>

29.3. Failure of the successful Bidder to comply with the above-mentioned requirement
shall constitute sufficient ground for the annulment of the award and forfeiture of the bid
security, in which event the Procuring Entity shall initiate and complete the post qualification of
the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified
and selected for contract award. However, if no Bidder passed post-qualification, the BAC shall
declare the bidding a failure and conduct a re-bidding with re-advertisement.

30. NOTICE TO PROCEED

Within seven (7) calendar days from the date of approval of the contract by the
appropriate government approving authority, the NSC shall issue the Notice to Proceed (NTP)
together with a copy or copies of the approved contract to the successful Bidder. All notices
called for by the terms of the contract shall be effective only at the time of receipt thereof by the
successful Bidder.
SECTION III: BID DATA SHEET

<table>
<thead>
<tr>
<th>ITB Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The Procuring Entity is the NATIONAL SECURITY COUNCIL</td>
</tr>
<tr>
<td>1.2</td>
<td>This bidding shall be as follows: Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Homeruns and Configuration of Network Active Components for the National Security Council Building Project.</td>
</tr>
<tr>
<td>2</td>
<td>Bidders shall comply with the following:</td>
</tr>
<tr>
<td></td>
<td>1. The implementation of the supply, delivery, installation, configuration, testing, commissioning, and knowledge transfer of structured cabling and configuration of network active components is at NSC Building New-Wing at the PSG Compound, Malacañang Park.</td>
</tr>
<tr>
<td></td>
<td>2. The winning bidder/contractor shall furnish all labor, materials, tools, equipment, and perform all operations necessary to complete the supply, delivery, installation, configuration, testing, commissioning and knowledge transfer of structured cabling and configurations of network active components. All finishings must be restored in cases of chipping and other masonry or carpentry works.</td>
</tr>
<tr>
<td></td>
<td>3. The winning bidder/contractor must provide a demonstration during the knowledge transfer training for IT Personnel for the configurations of network active components and the structured cabling for not less than one (1) day.</td>
</tr>
<tr>
<td></td>
<td>4. The winning bidder/contractor shall provide warranty service within the warranty period for the structured cabling and configurations of network active components. Provision of replacement in cases of structured cabling failure to be installed free of charge during the warranty period. The winning bidder/contractor shall be responsible for all the costs related to the warranty period for structured cabling products/components.</td>
</tr>
<tr>
<td></td>
<td>5. The project shall cover the warranty and engineering services for the structured cabling and configurations of network active components ICT equipment to cover at least one (1) year on components and labor to ensure stability of the physical structure.</td>
</tr>
<tr>
<td></td>
<td>6. The project shall cover the warranty, maintenance, and support service for the structured cabling components:</td>
</tr>
<tr>
<td></td>
<td>• Fiber optic cable, SPF modules, media converters and other related issues to cover at least one (1) year on labor or Engineering services.</td>
</tr>
<tr>
<td></td>
<td>o Termination at the data center and ODF</td>
</tr>
<tr>
<td></td>
<td>• Copper cable (CAT6), connectors, and I/O port related issues to cover at least one (1) year on labor or Engineering services.</td>
</tr>
<tr>
<td></td>
<td>o Termination at the data center, IDF, and I/O node(s).</td>
</tr>
</tbody>
</table>
SERVICE SCOPE:

a) The winning bidder/contractor should conduct actual site visits. They should submit a timeline (Gantt chart) of activities as part of technical proposal and submit original brochure of items of deliverables.

b) The winning bidder/contractor shall submit a work implementation plan, layouts, and line diagrams for the structured cabling requirements for approval during project kick-off.

c) The winning bidder/contractor shall put appropriate and presentable end-to-end label and tags on all cables and I/O ports for easy tracing and identification.

d) Project kick-off date will be ten (10) working days upon receipt of the corresponding Notice to Proceed (NTP) by the winning bidder/contractor.

Maintenance and Support Services

The winning bidder/contractor shall provide on-site, on-call/remote technical support personnel within the warranty period of twelve (12) months to perform checking and troubleshooting of the structured cabling components and shall provide a response within three (3) to five (5) hours after receipt of a call from client during the warranty period required for continuous 24x7 network operation of the NSC.

Warranty period shall commence on the first day after acceptance of the Acceptance and Inspection Committee and will be for a period of one (1) year.

3 The Funding Source is:
The Government of the Philippines (GOP) through the National Security Council General Fund Appropriation authorized for CY 2020 in the amount of One Million Eight Hundred Thousand Pesos (PhP1,800,000.00).

The name of the Project is: Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Homewares and Configuration of Network Active Components for the National Security Council Building Project

4 No further instructions.
5 No further instructions.
6.1 No further instructions.
8 The Bidder shall not be allowed to subcontract any portion of its contract.
9.1 The Procuring Entity will hold a pre-bid conference for this project on 16 February 2022, 1:00PM at the NSC Office, 5 V. Luna Road corner East Avenue, Diliman, Quezon City via Virtual Teleconferencing (VTC). The bidders must submit through email the names of respective authorized representative who will join in the pre-bid on 15 February 2022.

The Procuring Entity’s address is:
National Security Council, No. 5 V. Luna Road Quezon City
Contact Person: ELVIRA B. PAREJA
Telephone / fax number: 8927-4245 Loc 1504/1506

10 Eligibility and technical requirements shall contain in the first envelope. The
Prospective Bidders must comply with the minimum requirements and specifications prescribed, Schedule of Requirements and Technical Specifications.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>12</td>
<td>No further instructions</td>
</tr>
<tr>
<td>13</td>
<td>No further instructions</td>
</tr>
<tr>
<td>14</td>
<td><strong>APPROVED BUDGET FOR THE CONTRACT (ABC) IS:</strong> One Million Eight Hundred Thousand Pesos (PHP 1,800,000.00) VAT inclusive Any bid with a financial component exceeding this amount shall not be accepted.</td>
</tr>
<tr>
<td>15</td>
<td>Bids will be valid for one hundred twenty (120) calendar days from the date of the opening of bids.</td>
</tr>
<tr>
<td>16</td>
<td>All bids must be accompanied by BID SECURITIES payable to the National Security Council denominated in Philippine Currency, equivalent to a percentage of the approved budget for the contract to bid and shall be in any one of the following forms that bidders may opt to use which shall include the Bid Securing Declaration in accordance with following schedule:</td>
</tr>
<tr>
<td></td>
<td>The bid security shall be in the following forms and amount:</td>
</tr>
<tr>
<td></td>
<td>1. 2% (PhP36,000.00) of the ABC, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</td>
</tr>
<tr>
<td></td>
<td>2. 5% (PhP90,000.00) of the ABC, if bid security is Surety Bond; or</td>
</tr>
<tr>
<td></td>
<td>The bid security shall be valid for one hundred twenty (120) calendar days from the date of opening of bids.</td>
</tr>
<tr>
<td>19</td>
<td>Deadline for submission and receipt of bids will be on <strong>28 February 2022 at 1:00PM</strong></td>
</tr>
<tr>
<td>20</td>
<td>Any bid submitted after the deadline for submission and receipt of bid shall considered late and will not be accepted.</td>
</tr>
<tr>
<td>21</td>
<td>Lowest Calculated and Responsive Bids</td>
</tr>
<tr>
<td>23</td>
<td>The place of bid opening via Virtual Teleconferencing (VTC) is: National Security Council, No. 5 V Luna Road, East Avenue, Quezon City</td>
</tr>
<tr>
<td></td>
<td>The date and time of bid opening is on <strong>28 February 2022 at 1:00 PM</strong></td>
</tr>
<tr>
<td>23</td>
<td>No further instructions.</td>
</tr>
</tbody>
</table>
SECTION IV: 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.

PROJECT: Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Home Runs and Configuration of Network Active Components for the National Security Council Building Project

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM / DESCRIPTION</th>
<th>QUANTITY</th>
<th>DELIVERY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Home Runs and Configuration of Network Active Components for the National Security Council Building Project</td>
<td>1 Lot</td>
<td>Within Thirty (30) calendar days upon receipt of Notice To Proceed (NTP)</td>
</tr>
<tr>
<td>1</td>
<td>12-core Indoor fibre optic cable multimode OM3</td>
<td>1 Lot</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>SFP Modules x 6 (or media converters)</td>
<td>1 Lot</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Cat6 UTP cable, RJ45 Connectors, I/O ports</td>
<td>1 Lot</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Patch cord, patch panels, cable managers, conduits, raceways, and other accessories</td>
<td>1 Lot</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Engineering and Network Configuration Services</td>
<td>1 Lot</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>24U Data Cabinet</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Wall Mount or Ceiling Mount</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Exhaust fan, power strip, rack mount accessories, cable managers, and other accessories</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>3KVA UPS</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Rack Mounted</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Home Runs and Configuration of Network Active Components for the National Security Council (NSC) Building Project
24U Data Cabinet
With exhaust fans, power strip, rack mount accessories, cable managers, and other accessories
- Installation together with Fibre Patch Panel and Termination of Fibre Optic Cables

Installation:
- 2/F IDF (Existing)
- 2/F IDF (NLI)
- 1/F IDF

Cat6 UTP cable indoor, I/Os, patch panel, cable manager, conduits, raceways

Endpoints
- 50 nodes from 2/F IDF (NLI)
- 50 nodes from 1/F IDF
- 15 nodes from 2/F IDF Existing

Other Notes:
- No floor plan available.
- Distances verifiable upon ocular inspection.
- Schedule ocular visit 1 day advance, bring Vaccination Cards and most recent RAgT or RT-PCR results.
- Subject to PSG Health protocols.

I hereby certify to comply and deliver all the above requirements.

<table>
<thead>
<tr>
<th>Name of Company/Bidder</th>
<th>Signature over Printed Name of Representative</th>
<th>Date</th>
</tr>
</thead>
</table>
SECTION V: TECHNICAL SPECIFICATIONS

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

Evidence shall be in the form of manufacturer’s product brochures, specification sheet, manuals etc., as appropriate. Any of these evidences should be downloadable from product or manufacturer’s website or otherwise verifiable by any means reasonable and acceptable to the Bids and Awards Committee.

The specifications as indicated below are minimum parameters and a bidder may offer items equivalent to or superior than these specifications.

PROJECT: Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Homeruns and Configuration of Network Active Components for the National Security Council Building Project.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM / DESCRIPTION</th>
<th>BIDDER'S STATEMENT OF COMPLIANCE</th>
<th>BIDDER'S ACTUAL OFFER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Homeruns and Configuration of Network Active Components for the National Security Council Building Project</td>
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<td>24U Data Cabinet</td>
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<td>Wall Mount or Ceiling Mount</td>
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<td>Exhaust fan, power strip, rack mount accessories, cable managers, and other accessories</td>
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<td>3</td>
<td>3KVA UPS</td>
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<td>Rack Mounted</td>
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<tr>
<td>Item</td>
<td>Item / Description</td>
<td>BIDDER’S STATEMENT OF COMPLIANCE</td>
<td>BIDDER’S ACTUAL OFFER</td>
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<td>12-core Indoor fibre optic cable multimode OM3, ODF, Fiber Patch Panel, SPF Modules x 6 Vertical and Horizontal Uplink End-to-End Termination from 2/F Data Center to the following:</td>
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<td>- 2/F IDF (Existing)</td>
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<td>- 1/F IDF</td>
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<td>- 2/F IDF (Existing)</td>
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<td>- 1/F IDF</td>
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<td>Endpoints</td>
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<td></td>
<td>- 50 nodes from 2/F IDF (NLI)</td>
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<td>- 50 nodes from 1/F IDF</td>
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<td></td>
<td>- 15 nodes from 2/F IDF Existing</td>
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</table>

**Other Notes:**
- No floor plan available.
- Distances verifiable upon ocular inspection.
- Schedule ocular visit 1 day advance, bring Vaccination Cards and most recent RAgT or RT-PCR results.
- Subject to PSG Health protocols.

I hereby certify to comply with all the above Technical Specifications.

<table>
<thead>
<tr>
<th>Name of Company/Bidder</th>
<th>Signature over Printed Name of Representative</th>
<th>Date</th>
</tr>
</thead>
</table>
SECTION VI: BIDDING FORMS

1. BID FORM
2. STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT WHICH IS SIMILAR IN NATURE
3. STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED
4. CREDIT LINE CERTIFICATE
5. CONTRACT AGREEMENT FORM
6. OMNIBUS SWORN STATEMENT
7. BID SECURING DECLARATION
Bid Form

Date: __________

To: (name and address of Procuring Entity)

Gentlemen and/or 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 the NSC, our services for the project, "Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Homemarks and Configuration of Network Active Components for the National Security Council Building Project", in conformity with the said Bidding Documents for the sum of (total Bid amount in words and figures).

Please see attached Annex A.

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 12 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 or any Bid you may receive.

We certify /confirm that we comply with the eligibility requirements as per ITB Clause 9 of Bidding Documents.

Dated this _______________ day of _______________ 20 __________.

(signature) (in the capacity of)

Duly authorized to sign Bid for and on behalf of _______________
ANNEX A

PROJECT: Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Homeruns and Configuration of Network Active Components for the National Security Council Building Project.

| ITEM / DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | QUANTITY/UNITS (a) | UNIT COST (Inclusive of VAT) (b) | TOTAL COST (Inclusive of VAT) (a x b) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------                                                                                                                                     |                  |                                      |                                      |
| Supply, Delivery, Installation, Configuration, Testing, Commissioning and Knowledge Transfer of Structured Cabling, Fiber Optic, Cable Homeruns and Configuration of Network Active Components for the National Security Council Building Project                                                                                                                                                                                                                                                            |                  |                                      |                                      |
| 12-core Indoor fibre optic cable multimode OM3                                                                                                                                                                                                                                                                                                                                                                         |                  |                                      |                                      |
| SFP Modules x 6 (or media converters)                                                                                                                                                                                                                                                                                                                                                                                     |                  |                                      |                                      |
| Cat6 UTP cable, RJ45 Connectors, 1/0 ports                                                                                                                                                                                                                                                                                                                                                                               |                  |                                      |                                      |
| Patch cord, patch panels, cable managers, conduits, raceways, and other accessories                                                                                                                                                                                                                                                                                                                                       |                  |                                      |                                      |
| Engineering and Network Configuration Services                                                                                                                                                                                                                                                                                                                                                                           |                  |                                      |                                      |
| 24U Data Cabinet                                                                                                                                                                                                                                                                                                                                                                                                          |                  |                                      |                                      |
| Wall Mount or Ceiling Mount                                                                                                                                                                                                                                                                                                                                                                                               |                  |                                      |                                      |
| Exhaust fan, power strip, rack mount accessories, cable managers, and other accessories                                                                                                                                                                                                                                                                                                                                     |                  |                                      |                                      |
| 3KVA UPS                                                                                                                                                                                                                                                                                                                                                       |                  |                                      |                                      |
| Rack Mounted                                                                                                                                                                                                                                                                                                                                                   |                  |                                      |                                      |
| **TOTAL**                                                                                                                                                                                                                                                                                                                                                     |                  |                                      |                                      |

<p>| Item / Description                                                                                                                                                                                                                                                                                                                                                                                                       | QUANTITY/UNITS (a) | UNIT COST (Inclusive of VAT) (b) | TOTAL COST (Inclusive of VAT) (a x b) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|                  |                                      |                                      |
| 12-core Indoor fibre optic cable multimode OM3, ODF, Fiber Patch Panel, SPF Modules x 6 Vertical and Horizontal Uplink End-to-End Termination from 2/F Data Center to the following: - 2/F IDF (Existing) - 2/F IDF (New Location Identified) - 1/F IDF                                                                                                                                                                                                                   |                  |                                      |                                      |</p>
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<tr>
<td>TOTAL</td>
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</table>

Other Notes:
- No floor plan available.
- Distances verifiable upon ocular inspection.
- Schedule ocular visit 1 day advance, bring Vaccination Cards and most recent RAgT or RT-PCR results.
- Subject to PSG Health protocols.

Note: The costs shall be inclusive of mechanical works.
Statement of Single Largest Completed Contract which is Similar in Contract to be bid

Business Name: ____________________________
Business Address: ____________________________

<table>
<thead>
<tr>
<th>Name of Client</th>
<th>Date of the Contract</th>
<th>Kinds of Goods</th>
<th>Amount of Contract</th>
<th>Date of Delivery</th>
<th>End User’s Acceptance or Official Receipt(s) Issued for the Contract</th>
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</thead>
<tbody>
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Submitted by: ____________________________________________
(Printed Name and Signature)

Designation: ____________________________

Date: ____________________________
Statement of all Ongoing Government and Private Contracts including contracts awarded but not yet started

Business Name: ________________________________
Business Address: _________________________________

<table>
<thead>
<tr>
<th>Name of Client</th>
<th>Date of Contract</th>
<th>Kinds of Goods</th>
<th>Value of Outstanding Contracts</th>
<th>Date of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOVERNMENT</td>
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<tr>
<td>PRIVATE</td>
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</tbody>
</table>

Submitted by: ____________________________________________
(Printed Name and Signature)

Designation: ____________________________________________

Date: __________________________

Instructions:

1. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid) prior to 28 February 2022.

2. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.

3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC)
CREDIT LINE CERTIFICATE

Date: ______________________

Name of the Head of the Procuring Entity
Name of the Procuring Entity
Address of the Procuring Entity

CONTRACT/PROJECT : __________________________________________
COMPANY/FIRM : ______________________________________________
ADDRESS : ______________________________________________________

BANK/FINANCING INSTITUTION: ____________________________________
ADDRESS : ______________________________________________________
AMOUNT : _______________________________________________________

This is to certify that the above Bank/Financing Institutions with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award such line of credit shall be maintained for one hundred twenty (120) calendar days from the date of opening of bids.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and signature of Authorized Financing Institution Officer:

Official Designation

Concurred By:
Name & Signature of (Supplier/Distributor/Manufacturer/Contractor)'s

Authorized Representative: ___________________________ Official Designation

Note: The Amount committed should be machine validated.
CONTRACT AGREEMENT FORM

THIS AGREEMENT made the ______ day of ______ 2022 between NATIONAL SECURITY COUNCIL of the Philippines (hereinafter called “the Procuring 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 on [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 Bid Form and the Price Schedule submitted by the Bidder;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the Omnibus Sworn Statement;
   (e) the General Conditions of Contract; and
   (f) the Entity’s Notification 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

1. (Name of Affiant), of legal age, (Civil Status), (Nationality), and residing at (Address of Affiant), after having 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 of (Name of Bidder) with office (Address of Bidder);

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized 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 of (Name of Bidder), I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for (Name of the Project) of the National Security Council;

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 and/or to represent the (Name of Bidder) in the bidding as shown in the attached (state title of attached document showing proof of authorization (e.g. duly notarized Secretary’s Certificate issued by the corporation or the members of the joint venture));

3. (Name of Bidder) is not “blacklisted” or barred from bidding the Government of the Philippines or any of its agencies, offices, corporations, or Local government Units, foreign government/foreign or international financing institutions 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: I am 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;
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, and the head of the Project Management Officer 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 complies with the responsibilities of a prospective and eligible bidder;

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 of 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 ______, 2022 at ____________________________, Philippines.

Bidder’s Rep/Authorized Signatory

**JURAT**
BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No.1: [Insert reference number]

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

1. I/We, the undersigned, declare that:

2. 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.

3. 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.

4. 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 as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid4, and I/we have furnished the performance security and signed the Contract.

1 Select one and delete the other.
2 Select one and delete the other. Adopt same instruction for similar terms throughout the document.
3 Issued by the GPPB through GPPB Resolution 03-
4 Select one and delete the other.
IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ___ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER’S AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity]
Affiant

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

APPROVED BY:

FILONILA D. BALITAAN
Assistant Director-General, GASO and Chairman, Bids and Awards Committee

RICHELIEU RAYMUND C. REMANDABAN
Director III, SMS
BAC Vice Chairman

MA. VICTORIA C. CASTRO
Asst. Director General, IMO
BAC Member

RUPERTA T. SALVANERA
Director IV, FSS
BAC Member

ATTY. CHARRY MAE B. VALENZUELA
Attorney III, LLLS
BAC Member