### PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

# Supply, Delivery and Installation of Fiber Optic Network System – Phase 3

**ABC = Seven Million Five Hundred Thousand Pesos** (Php 7,500,000.00)

Government of the Republic of the Philippines
UNIVERSITY OF THE PHILIPPINES CEBU



Sixth Edition July 2020

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## Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

FCA – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

LGUs – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.



### Section I. Invitation to Bid

## Republic of the Philippines University of the Philippines Cebu Lahug, Cebu City BIDS AND AWARDS COMMITTEE

## INVITATION TO BID for the Supply, Delivery and Installation of Fiber Network System—Phase 3

- 1. The *University of the Philippines Cebu*, through the *GAA 2021* intends to apply the sum of *Seven Million Five Hundred Thousand Pesos (Php 7,500,000.00)* being the ABC to payments under the contract for *Supply, Delivery and Installation of Fiber Optic Network System— Phase 3.* Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *University of the Philippines Cebu* now invites bids for the above Procurement Project. Delivery of the Goods is required by 90 days after receipt of NTP. Bidders should have completed, within the last two years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from *University of the Philippines Cebu BAC Office* and inspect the Bidding Documents at the address given below from 8:00AM 3:00PM.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on August 6, 2021 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos Only (Php 10,000.00). The ProcuringEntity shall allow the bidder to present its proof of payment for the fees in person or through email.
- 6. The University of the Philippines Cebu will hold a Pre-Bid Conference on August 16, 2021 10:00AM at the BAC Office Room 207 Admin Building, University of the Philippines Cebu Gorordo Avenue, Lahug Cebu City and/or through video

conferencing or webcasting via zoom as follows:

https://up-edu.zoom.us/j/85922498638

Meeting ID: 859 2249 8638 Passcode: UPBACFib01

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *August 31, 2021 10:00AM*. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on August 31, 2021 10:00AM at the given address below BAC Office Room 207 Admin Building, University of the Philippines Cebu Gorordo Avenue, Lahug Cebu City through video conferencing or zoom as follows:

https://up-edu.zoom.us/j/82684481487

Meeting ID: 826 8448 1487 Passcode: UPBACFib02Bids

and will be opened in the presence of the bidders' representatives who choose to attend the activity.

- 10. The *University of the Philippines Cebu* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

Bids and Awards Committee through Marlon Ubaldo/ BAC Secretariat Chair

UP Cebu, Lahug, Cebu City Tele/Fax No. 032-233-3497

Contact's email add: bac sec.upcebu@up.edu.ph

12. You may visit the following websites: <a href="https://www.upcebu.edu.ph/invitation-to-bid-supply-delivery-and-installation-of-fiber-optic-network-system-phase-3">https://www.upcebu.edu.ph/invitation-to-bid-supply-delivery-and-installation-of-fiber-optic-network-system-phase-3</a>

For downloading of Bidding Documents:

Lorel S. Dee, M.D. BAC Chair

#### Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, *University of the Philippines Cebu* invites Bids for the *Supply, Delivery and Installation of Fiber Optic Network System – Phase 3*, with Project Identification Number *G-2021-004*.

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

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *GAA Fund 164* in the amount of *Seven Million Five Hundred Thousand Pesos (Php 7,500,000.00)*.
  - 2.1. 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 Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

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

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

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

  The procuring Entity has prescribed that:
  - a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2 The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3 The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.4 Subcontracting of any portion of the Project does not relieve the Supplier of any liability or

obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address *University of the Philippines BAC Office* and through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

#### 9. Clarification and Amendment of Bidding Documents

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

#### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *the last two (2) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 11. Documents comprising the Bid: Financial Component

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

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

#### 12. Bid Prices

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

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *December 21, 2021*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

#### 17. Opening and Preliminary Examination of Bids

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

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

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

#### 18. Domestic Preference

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

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shallbe submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
  - One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

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

#### 21. Signing of the Contract

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

## Section III. Bid Data Sheet

## **Bid Data Sheet**

ITB	
Claus	
5.3	For this purpose, contracts similar to the Project shall be:  a. Supply, Delivery and Installation of Fiber Optic Network System  b. completed within <i>the last two years</i> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting for the general construction works is allowed.
12	The price of the Goods shall be quoted DDP <i>University of the Philippines Cebu</i> , <i>Lahug Cebu City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a. The amount of not less than <i>One Hundred Fifty Thousand Pesos (Php 150,000.00)</i> , 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 <i>Three Hundred Seventy Five Thousand Pesos only (Php 375,000.00)</i> if bid security is in Surety Bond.
19.3	The project will be awarded as one lot.
20.2	- Supplier must be an authorized dealer or reseller and able to provide technical support for the items delivered and must attach a certification thereof - Sub-contractor for the general construction works such as but not limited to chipping, must have a PCAB License Category C or D and must be able to comply with the legal, technical and financial eligibility criteria set forth in RA 9184. (Mayor's permit, DTI or Sec Registration, tax clearance, PhilGEPS cert of registration and membership, AFS, Statement of single largest completed contract, statement of ongoing contracts and contracts awarded but not yet started.) - A Certificate of Site inspection from OIC of ITC, Prof Hazel A. Trapero is required and must be submitted together with the bid.

## 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.

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

#### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

#### 3. Performance Security

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

#### 4. Inspection and Tests

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

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

#### 5. Warranty

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

#### 6. Liability of the Supplier

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

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

## Section V. Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	"The delivery terms applicable to the Contract are DDP delivered University of the Philippines Cebu Gorordo Ave. Lahug Cebu City. In accordance with INCOTERMS."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site are:
	Prof Hazel A. Trapero, OIC of ITC Mr. Belly Salinas, ITC Personnel
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	Supply, delivery and installation and/or start-up of Goods.
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Packaging –
	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

2.2	The terms of payment shall be as follows: Advance payment of up to 15% may be made upon effectivity of contract upon request of supplier in accordance with the conditions for advance payment. Retention amount of 1% shall be deducted per progress billing if progress billing is allowed. Payment of 100% contract amount shall be done after issuance of Certificate of Completion however the retention amount shall only be released after issuance on Certificate of Final Acceptance in accordance with the requirements under the IRR of RA 9184
4	The inspections and tests that will be conducted are:  For post qua, the evaluation of the bidders bid will include actual observation of operation of a similar unit to be delivered to UP Cebu  Physical inspection of items and evaluation of specifications with actual start up of delivered items delivered to UP Cebu  Supplier will provide manual of operations for the equipment delivered and warranty certificate with technical support personnel who will be available to address the technical concerns of the unit in operation.  Supplier is also required to submit the plan/ layout/ map of the installed cables to the ITC

## Section VI. Schedule of Requirements

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

Item Number			Desc	riptio	n			Delivered, Weeks/Mo nth s
1	OFC	NAMEOF ITEM	Specifications	Qty	Unit	A	ВС	90 days
						Unit price	Total	
	ITC	FIBER OPTIC NETWORK SYSTEM OF UP CEBU - PHASE 3	Scope of Work shall be for the supply, delivery and installation of fiber optic network system of UP Cebu – Phase 3 at Lahug Cebu City	1	lot	7,500,000.00	7,500,000.00	
	Supplier is also required to submit the following for the general construction works to be done:  1. Bill of Quantities 2. Detailed Estimates 3. Operating Manual of equipment 4. Program of Works 5. Contractors All Risk Insurance (CARI)  All of the above items are to be submitted within 10 days from receipt of NOA and approved prior to implementation							
	All materials and supplies needed in the installation of the of the Fiber Optic Network System will be provided by the supplier as part of the contract cost.  Chipping works and restoration of affected structures during installation is							
	require	_	checked and a			_	•	

## Section VII. Technical Specifications

Item	Specification	Statement of
	~F**********	Compliance
1	SCOPE OF WORK – FIBER OPTIC NETWORK SYSTEM OF UP	
lot	CEBU - PHASE 3	
	I. Overview	
	These Scope of Work shall be for the supply, delivery and installation of fiber optic network system of UP Cebu – Phase 3 at Lahug Cebu City, notably:	
	1. Fiber Optic Cabling	
	I. Fiber Optic Network (24-core single mode fiber optic cable)	
	I.1 From High School Computer Lab to new Science building	
	I.2 From new Science building to undergraduate building	
	1.2 I fold new Science building to undergraduate building	
	2. Supply, configuration and Installation of Active Network Components and its accessories	
	I. 16-port 10GE Managed Core Layer3 Switch – 3 units	
	1. To-port Tool: Managed Core Layers Switch – 3 units	
	• next generation of enterprise-class core and aggregation layer switch supporting full programmability and serviceability.	
	Based on x86 CPU, lead purpose-built fixed core and	
	aggregation enterprise switching platform, built for security, IoT, and	
	cloud	
	• purpose-built 40 Gigabit Ethernet line of switch	
	• Switching capacity up to 480Gbps	
	• Forwarding rate up to 360 Mpps	
	• Total number MAC addresses up to 64,000	
	• QoS ACL scale up to 18,000	
	• Security ACL Scale up to 18,000	
	• FNF entries up to 512,000	
	• DRAM 16 G	
	• Flash 16 G	
	<ul> <li>VLAN IDS 4000</li> <li>Total SVIs 4000</li> </ul>	
	Rack units 1U	
	With additional Catalyst 8 x 10GE Network Module	
	Dual 950W AC config 4 Power Supply front to back cooling	
	DNA Advantage 3 year license	
	Prime infrastructure lifecycle and assurance term – Smart	
	license 3 years	
	PI Dev License for Lifecycle & Assurance term 3 years	
	With option SSD drive to host containers	
	1	
	II. Stackable 24-port 1/10GE Managed Layer 2/3 Switch data	
	only– 1 unit	
	• stackable enterprise switching platform built for security, IoT,	
1	mobility, and cloud	

• Based on x86 CPU and memory, enabling them to host containers and run third-party applications and scripts natively within the switch

- Total 10/100/1000 copper ports: 24
  - Stack bandwidth 480Gbps
- Switching capacity 208Gbps
- Total MAC Addresses: 32,000
  - OoS Scale entries 5,120
- ACL Scale entries 5,120
- DRAM 8GB
- Flash 16GB
- VLAN IDs 4,000
  - Total SVIs 2,000
- Forwarding rate 154.76Mpps
- 10GE modular uplink config
- Dual 350W AC 80+ Power Supply front to back cooling
- With additional Catalyst 8 x 10GE Network Module
- DNA Advantage 3 year license
- Prime infrastructure lifecycle and assurance term Smart license 3 years
- PI Dev License for Lifecycle & Assurance term 3 years
- With option SSD drive to host containers
- III. Accessories (Modules, Transceivers, patch cables)
- 6 units 10GBASE-CU SFP+ Cable 1meter same brand switch offered
- 12 units 1000BASE-T SFP transceiver module for Category5/6 copper wire same brand switch offered
  - 2 units 4x10GE Network Module for existing Cisco Cat 3850
    - 12 units 10BASE-LR SFP Module same brand switch offered
- 2 units 10GBASE-CU SFP+ Cable 5 meters same brand switch offered
- 2 units 2 fiber OS2 LC to LC duplex patch cord, riser (OFNR) rated 1.6mm jacketed cable 10 meters
- 32 pcs 2 fiber OS2 LC to LC duplex patch cord riser (OFNR) rated 1.6mm jacketed cable 1 meter
- 3. Cabling, Testing, and Engineering works
- This shall include the supply, installation, and testing of high-quality outside plant armored central tube fiber optic cable (FOC) termination is by fusion splicing, re-termination of existing 24-core single-mode FOC both ends by fusion splicing, rack mount fiber enclosures, interconnect hardware, or any applicable or necessary materials, supplies or hardware, as well as construction of handholes, trenching if needed, fabrication of pull boxes and metal poles as prescribed by end-user, restoration or other works necessary to undertake and complete the installation to the satisfaction of the End-User.
- FOC shall be tested using an OTDR, optical length test measurement device or sequential cable measurement markings.

  Attenuation shall be tested at 1310 nm and 1550 nm for single mode fiber in at least one direction using the 1-jumper test procedure as specified in

#### ANSI/TIA/EIA-526-14A and ANSI/EIA/TIA-526-7.

- II. Breakdown of Required Materials & Labor
- 1. Fiber Optic Cable
- 1.1. Length: at least 1000 meters
- 1.2. Features:
- 1.2.1 All fiber optic cables shall conform to ANSI/TIA/EIA-568-B Commercial Building Telecommunications Cabling Standard and ISO/IEC 11801 (International) Generic Cabling for Customer Premises standard.
- 1.2.2 The backbone for data shall be laser optimized 9/125 □ single-mode fiber optic cables and shall meet and exceed the following specifications:
- 1.2.3 Shall comply to the following standards:
- 1.2.3.1 ANSI/TIA/EIA-568B.3
- 1.2.3.2 ANSI/TIA/EIA-568B.3-1
- 1.2.3.3 ISO/IEC 11801: 2002 2nd Edition
- 1.2.3.4 Communications Type OFNR (UL)
- 1.2.3.5 TIA-492AAAC laser bandwidth DMD specification
- 1.2.3.6 IEC 60793-2-49 and TIA/EIA 455-220 DMD measurement test procedures
- 1.2.4 Shall support but not limited to the following applications:
- 1.2.4.1 10/100Ethernet
- 1.2.4.2 Gigabit Ethernet
- 1.2.4.3 10 Gigabit Ethernet
- 1.2.4.4 ATM
- 1.2.4.5 FDDI
- 1.2.4.6 Baseband & Broadband Video
- 1.2.4.7 Existing and future applications approved by TIA, EIA, IEEE, ATM Forum, ANSI, IEC or ISO that specify compatibility with the type of cable installed ANSI/TIA/EIA-568B
- 1.3 Optical Characteristics:
- 1.3.1 9/125µm fiber construction
- 1.3.2 Have minimum cable bandwidth of 2000/500 MHz-km
- 1.3.3 Shall be in 24 fiber cable construction
- 1.3.4 Outside plant armored central tube cable
- 1.3.5 Aramid yarn strength members
- 1.3.6 Industry standard color codes for buffers and sub-units as follows:
- 1.3.8 Blue, orange, green brown, slate, white, red, black, yellow, violet, pink & aqua
- 1.3.9 Operating Temperature = -20 to 70 oC
- 1.4 Additional Characteristics:
- 1.4.1 All fibers shall be 100% attenuation-tested, with tests provided at cable reel.
- 2 Fiber Optic Interconnect Panel
- 2.1 Specifications
- 2.1.1 All fiber optic panels shall provide inter-connect capabilities to

network switches and contain cable management for supporting and routing the fiber cables/jumpers. The fiber optic interconnect panel shall be rack mountable and shall:

2.1.1.1 Can be mounted on an EIA 19-inch 1RU Rack, uses LC duplex

ports; slide-out (or swivel) front panel/tray with fixed rear tray for mounting and support; grounding facility on housing; white or black powder-coated finish.

- 2.1.1.2 Be modular in design with internal fiber managers that provide slack storage to comply with fiber bend radius and the recommended slack storage length.
- 2.1.1.3 have a front shield to be used as a labeling surface and to protect jumpers
- 2.1.1.4 Be constructed with a drawer mechanism which allows the panel to slide forward or to the rear and has a defeatable latches to allow easy access and administration from both sides
- 3 Single-mode Fiber Patch Cord
- 3.1 Specifications
- 3.1.1 Fiber patch cords shall be used to interconnect the backbone fiber terminated into the fiber interconnect panel to the network devices. Fiber equipment cords shall:
- 3.1.1.1 Should be atleast 1 meters in length
- 3.1.1.2 Custom lengths shall also be available, and shall meet or exceed standards as defined in ANSI/TIA/EIA-568-B and ISO/IEC 11801.
- 3.1.1.3 Utilize duplex fiber cable that is laser optimized 9/125m multimode and OFNR riser grade
- 3.1.1.4 Utilize cable where the attenuation shall not exceed 1 dB/km @ 1310 nm wavelength or .5 dB/km @ 1550 nm.
- 3.1.1.5 Cable jacket color shall be yellow
- 3.1.1.6 Fiber patch cords shall be factory-made with duplex LC fiber optic connectors on both ends in accordance with TIA/EIA- 568-B and must include a ceramic ferrule.
- 3.1.1.7 Have minimum cable bandwidth of 2000/500 MHz-km
- 3.1.1.8 Have terminated SC connectors which exhibit a maximum insertion loss of 0.5 dB at both 1310 nm or 1550 nm wavelengths
- 3.1.1.9 Shall meet IEEE 802.3 Gigabit Ethernet requirements as well as IEC- 60793-2-10 and TIA-492AAAC specifications for laser

bandwidth Differential Mode Delay (DMD) specifications.

- 4 Other Roughing-ins (if applicable)
- 4.1 Conduits (indoor): 2-inch diameter IMC Electrical Pipes
- 4.2 Conduits (burial): 2-inch diameter PVC Electrical Pipes
- 4.3 Fittings: to match conduit and material, corner sweeps should use long radius elbow.
- 4.4 Color can match against building wall or ceiling.
- 4.5 Metal pull boxes and poles as prescribed by UP Cebu CMO and OCA

- 5 Labor
- 5.1 Cable Laying and Pulling
- 5.2 LC-Type fusion Splicing and Termination
- 5.3 Installation and Roughing-ins of cable runways, pipes, clips, etc.
- 5.4 Installation of Fiber Optic Housing Hardware, LIU's and other related equipment.
- 5.5 Fabrication of metal pull boxes and poles for aerial connection.
- 5.6 Construction of handholes
- 5.7 Installation, active component configuration, Testing and Documentation
- 6 Codes and Standards
- 6.1 Work shall be installed according to the latest Philippine Electric Code (PEC), Plumbing Code, National Structural Code of the Philippines, Fire Code of the Philippines, the National Building Code and the "Compilation of Building Telecommunication Cabling Systems for Philippine Standards by BICSP".
- 6.2 Minimum technical standards covering the inter-building fiberoptic cable system shall adhere to, but are not limited to the following standards:
- 6.2.1 Optical Fiber Optic Cabling and Components:
- 6.2.1.1 ANSI/TIA/EIA-568-C.0, Generic Telecommunications Cabling for Customer Premises
- 6.2.1.2 ANSI/TIA/EIA-568-C.1, Commercial Building Telecommunications Cabling Standard
- 6.2.1.3 ANSI/TIA/EIA-568-C.3, Optical Fiber Cabling Components
- 6.2.2 Telecommunication Pathways
- 6.2.2.1 ANSI/TIA/EIA-568-B, Commercial Building Standard for Telecommunications Pathways and Spaces
- 6.2.3 Grounding and Bonding
- 6.2.3.1 Philippine Electrical Code
- 6.2.3.2 ANSI J/STD-607-A-2002, Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
- 6.2.4 Administration and Labeling
- 6.2.4.1 ANSI/TIA/EIA-606A-2002, Administration Standard for Commercial Telecommunications Infrastructure
- III. FOC Installation and Documentation
- 1. Setup and Execution:
- 1.1. Contractor shall perform all items of work under the terms of reference; all equipment, labor, machinery, materials, tools, supplies, transportation and incidental expenses necessary to prosecute the work to completion shall be shouldered by the Contractor.
- 1.2. Safety Measures: contractor is required to install warning signs and barricades for the safety of the general public. All workers shall wear the necessary safety devices to ensure safety and proper identification throughout the project.
- 1.3. Identification and campus ingress/egress: contractors are

required to submit the list of the names of their workers, machinery and vehicles that will be entering campus premises to the VICE CHANCELLOR for Administration, Campus Maintenance Office, Health Service Unit and Information Technology Center.

- 1.4. Contractor shall observe proper pulling and bending of fiber optic cable at all times during installation to prevent kinking, damaging or shortening the life of the cable. The minimum bend radius for both inside and outside the cable is 20 times the cable outside diameter while the maximum tensile load during installation is 2,700 Newtons.
- 1.5. Cable Slack: A minimum of three (3) meters (or 10 feet) slack should be provided in both ends. The slack should be neatly organized and stored in an extended loop.
- 1.6. Labeling: All cables and hardware shall be identified and properly labeled using machine- printed labels. All fiber cables additionally shall be tagged with semi-rigid plastic tabs, attached using cable ties and labeled with the

name of the building on the remote- end termination. The fiber optic housing hardware shall be labeled with the Contractor's name, contact address and number, date of installation of the system, and the duration of the system warranty.

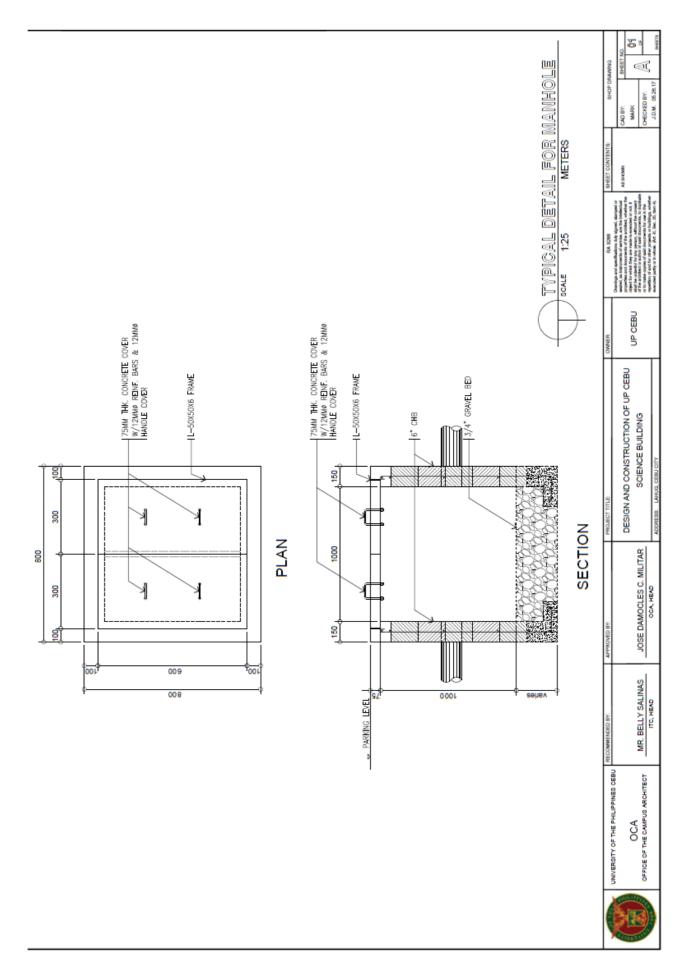
2. Submittals:

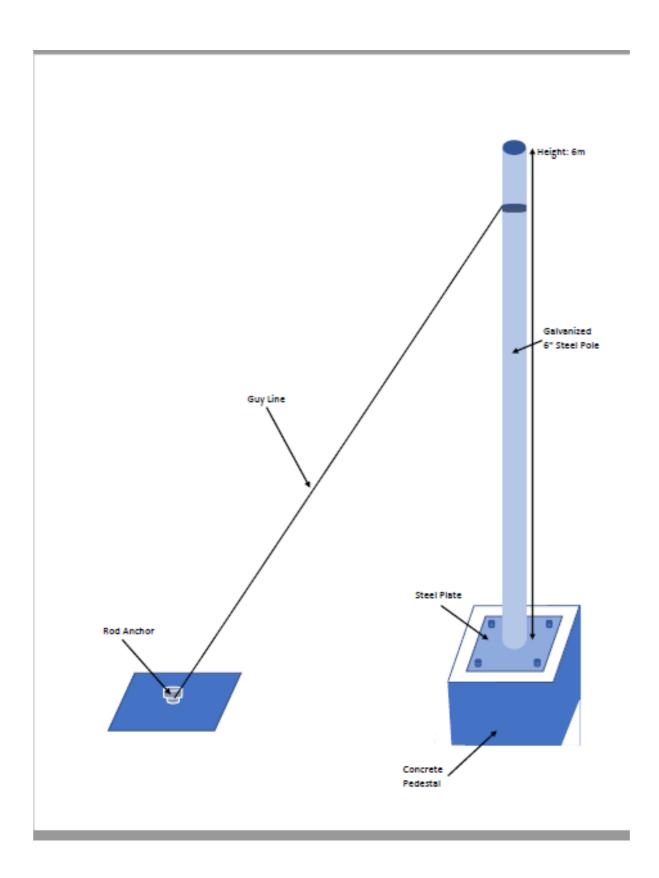
The contractor shall submit the following for approval:

- 2.1. Technical data of system components;
- 2.2. Cable routing and terminations
- 2.3. Floor plan showing placement of cable trays, LIUs and other major components. Furthermore, the contractor shall provide three (3) sets of the following (3-ring binder), upon project turn-over:
- 2.4. Operation Manual(s) (if applicable)
- 2.5. Fiber Optic Cable Test Reports;
- 2.6. As-Built Plans

#### Additional Requirements:

- 1. Bill of Quantities
- 2. Detailed Estimates
- 3. Operating Manual
- 4. Program of Works
- 5. Contractors All Risk Insurance (CARI)
- 6. Warranty for workmanship -1 year
  Warranty for equipment delivered is 2 years
  Warranty for cables installed 10 Years
  Warranty certificate must be submitted prior to issuance of certificate of completion.





## Section VIII. Checklist of Technical and Financial Documents

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

Course II Documents
<u>Legal Documents</u>
☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
<u>or</u>
☐ (b) Registration certificate from Securities and Exchange Commission (SEC),  Department of Trade and Industry (DTI) for sole proprietorship, or  Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
<u>and</u>
(c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  and
(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Technical Documents
(f) 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  (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the
relevant period as provided in the Bidding Documents; and
(h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
<u>or</u>
Original copy of Notarized Bid Securing Declaration; and
(i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <b>and</b>
☐ (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.
Financial Documents
☐ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the

(l)	BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; <b>and</b> The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); <b>or</b> A committed Line of Credit from a Universal or Commercial Bank in lieu of
	its NFCC computation.
	Class "B" Documents
(m)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
	or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
Other do	cumentary requirements under RA No. 9184 (as applicable)
(n)	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
(o)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
25 FINANC	IAL COMPONENT ENVELOPE
(a)	Original of duly signed and accomplished Financial Bid Form; and
(b)	Original of duly signed and accomplished Price Schedule(s).

