

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Internet Service Provider for Integrated Drug Test Operations and Management Information (IDTOMIS) IB No. 2024-165 (Early Procurement Activity)

Government of the Republic of the Philippines

**Sixth Edition
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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. (GPPBCircular 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
Department of Health

CENTRAL OFFICE BIDS AND AWARDS COMMITTEE

INVITATION TO BID FOR THE PROCUREMENT OF INTERNET SERVICE PROVIDER FOR INTEGRATED DRUG TEST OPERATIONS AND MANAGEMENT INFORMATION SYSTEM (IDTOMIS) IB NO. 2024-165 (EARLY PROCUREMENT ACTIVITY)

1. The *Department of Health (DOH)*, through the *National Expenditure Program (NEP)* of 2024 intends to apply the sum of Four Hundred Thousand Philippine Pesos (PhP400,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the *Procurement of Internet Service Provider for the Integrated Drug Test Operations and Management Information System (IDTOMIS) under IB No. 2024-165*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DOH* now invites bids for the *procurement of the above-captioned project*. Delivery of the Goods is required *within the period specified under Section VI. Schedule of Requirements*. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project, *equivalent to at least fifty percent (50%) of the ABC*. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective bidders may obtain further information from the *COBAC Secretariat, G/F, Bldg. 6, Department of Health, San Lazaro Compound*, and inspect the Bidding Documents at the address given above during 8:00 AM – 5:00 PM, *Monday to Friday*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **13 December 2023 to 04 January 2024** from the given address and website 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 *Five Hundred Philippine Pesos (PhP500.00)*. *The Procuring Entity shall allow the bidder to present its proof of payment for the fees be presented in person.*

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The *DOH* will hold a Pre-Bid Conference on **21 December 2023; 10:00 AM** at the *COBAC Conference Room, Ground Floor, Bldg. 6, Department of Health, Sta. Cruz, Manila*, and/or through video conferencing or webcasting *via Cisco WebEx*, which shall be open to prospective

bidders. Interested bidders may contact the COBAC-B Secretariat at this electronic mail (e-mail) address, cobacbsecretariat@doh.gov.ph for details.

7. Bids must be duly received by the *COBAC–B Secretariat* through either (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before **04 January 2024; 9:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **04 January 2024; 9:00 AM** at the given address below and or through video conferencing or webcasting *via Cisco WebEx*. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
10. Electronic submission of bids must be sent via e-mail to cobacbsecretariat@doh.gov.ph provided that it complies with the following conditions:
 - i. It should be in a clear .PDF/.IMG/.JPG/.TIFF/.GIF/.PNG format, and shall be in two (2) password protected Bidding Documents in compressed archive folders *pursuant to GPPB Resolution No. 09-2020 and Section 25.1 of the 2016 IRR of RA No. 9184*;
 - ii. A generated bid receipt page or email acknowledgement indicating the time of submission must be secured and printed as a reference;
 - iii. The documentary requirements are arranged accordingly based on the Eligibility Checklist using the standard file name indicated therein.
 - iv. *For electronic bid submission, the passwords for accessing the Bidding Documents will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology. (GPPB Resolution No. 09-2020 and Section 29 of the 2016 IRR of RA 9184)*

Note:

The BAC shall open the bid envelopes using a non-discretionary “pass/fail” criterion. *In case of electronic bid submission, Bidding Documents not in compressed archive folders and are not password protected, shall be rejected. However, bid envelopes that are not properly sealed and marked or not properly compressed and password-protected, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or improperly compressed or password-protected folder, or for its premature opening. (GPPB Resolution No. 09-2020 and Section 25.9 of the 2016 IRR of RA No. 9184).*

Further, once the Bidder is determined as the Single/Lowest Calculated and Responsive Bid, the Bidder shall submit three (3) sets of printed copies of the eligibility documents, certified as such by the bidder or his duly authorized representative.

11. The *DOH* 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 RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

COBAC-B Secretariat

Department of Health

San Lazaro Compound

Sta. Cruz, Manila

Tel. Nos. 8651-7800 local 1600-1603; 1621-1629; 1649-1654

Facsimile No.: 8711-6061; 8740-6830

Official email address: cobacbsecretariat@doh.gov.ph

13. You may visit the website listed below:

For downloading of Bidding Documents: <https://www.doh.gov.ph/procurement>

sgd

ABDULLAH B. DUMAMA JR., MD, MPA, CESO I

Undersecretary of Health

COBAC-B Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *DOH* wishes to receive Bids for the *Procurement of Internet Service Provider for Integrated Drug Test Operations and Management Information System (IDTOMIS) under IB No. 2024-165.*

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of Four Hundred Thousand Philippine Pesos (PhP400,000.00).

2.2. The source of funding is:

- a. NGA, the National Expenditure Program (NEP).

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 bidders may be eligible to participate when any of the following circumstances exist:*
 - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. 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 not allowed.
- 7.2. 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 and either at its physical address *COBAC Conference Room, Ground Floor, Bldg. 6, Department of Health, Sta. Cruz, Manila*, and/or through video conferencing or webcasting *via Cisco WebEx*, which shall be open to prospective bidders 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 *three (3) 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.

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. Similar to the required authentication above, for Contracting.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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:
 - a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 *One Hundred Twenty (120) days from the submission and opening of bids*. 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 shall be 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 Clause				
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Primarily supplying internet connections related equipment and peripherals, of providing technical services for the installation of an internet connectivity and of providing technical support services b. <i>completed within three (3) years prior to the deadline for the submission and receipt of bids.</i> 			
7.1	Subcontracting is not allowed.			
12	The price of the Goods shall be quoted DDP to <i>Department of Health Central Office in Metro Manila</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: <ul style="list-style-type: none"> a. The amount of not less than <u>PhP8,000.00</u> or equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>PhP20,000.00</u> or equivalent to five percent (5%) of ABC if bid security is in Surety Bond. 			
15	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid: 1st copy- marked as 'ORIGINAL'; 2nd copy- marked as 'COPY 1'; 3rd copy- marked as 'COPY 2'.			
19.3	The ABC is <i>Four Hundred Thousand Philippine Pesos (PhP400,000.00)</i> . Any bid with a financial component exceeding this amount shall not be accepted.			
	Lot No	Description	Qty/ Unit	Total ABC (PhP)
	1	Internet Service Provider for Integrated Drug Test Operations and Management Information System (IDTOMIS)	1 lot	400,000.00
20.1	The S/LCB shall submit <i>three (3) sets of true copies of the original certified as such by the bidder or his duly authorized signatory</i> within a <u>non-extendible period of five (5) calendar days</u> from receipt of the notification arranged, numbered and tabbed as enumerated below: <ul style="list-style-type: none"> (a) Latest Annual Tax Return filed thru Electronic Filing and Payment Systems (EFPS) and must be duly validated with the tax payments made thereon for the preceding Tax Year be it on a calendar or fiscal year income (per Revenue Regulations 3-2005); (b) Latest Business Tax Return filed thru Electronic Filing and Payment System (EFPS) duly validated with the tax payments made thereon also refers to the Value Added Tax (VAT) or Percentage Tax Returns covering the previous six (6) months (per Revenue Regulations 3-2005); The latest income and business tax returns are those within the last six			

	<p>months preceding the date of bid submission.</p> <p>(c) Articles of Incorporation and General Information Sheet (GIS), in case the Bidder has submitted a SEC registration in its PhilGEPS Certificate of Platinum Membership, if applicable.</p> <p><i>Failure of the Bidder declared as S/LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.</i></p> <p>NOTE:</p> <p>1) In case of a JVA, each joint venture partners shall submit the above- cited Post-Qualification Documentary Requirements (GPPB NPM 006- 2010 dated 04 February 2010).</p> <p>2) As the possible Single/Lowest Calculated Responsive Bidder (S/LCRB), please provide the COBAC-B, soft copy in “Word” and in PDF the Technical Specifications you submitted during the Submission and Opening of Bids for the above-cited procurement project.</p> <p>All submitted documents during the Submission and Opening of Bids (original and the two (2) copies) by the S/LCB must be true copies of the original certified as such by the Bidder’s duly authorized signatory.</p>
20.2	<i>Not Applicable.</i>
21.2	<i>Not Applicable.</i>

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 the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is/are:</p> <p>DR. GLORIA NENITA V. VELASCO, DipEpi, MScPH OIC – Director IV Knowledge Management Information and Technology ServicesTel No.: 8651-7800 local 1926 Email Address: kmits@doh.gov.ph</p> <p>ENGR. ROBERT S. MANUEL Division Chief, ITISD Knowledge Management Information and Technology ServicesTel No. 86517800 local 1935 Email: rmanuel@doh.gov.ph</p> <p>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.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the</p>

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

SupplierContract

DescriptionFinal

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.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

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

	<p>presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> <p><i>REGULAR AND RECURRING SERVICES – [IN CASE OF CONTRACTS FOR REGULAR AND RECURRING SERVICES, STATE: “THE CONTRACT FOR REGULAR AND RECURRING SERVICES SHALL BE SUBJECT TO A RENEWAL WHEREBY THE PERFORMANCE EVALUATION OF THE SERVICE PROVIDER SHALL BE CONDUCTED IN ACCORDANCE WITH SECTION VII. TECHNICAL SPECIFICATIONS.”]</i></p>
2.2	<p>Based on the General Provisions of the NEP of 2024, Section 66: Cash Budgeting System, all appropriations shall be made available for release and disbursement for the purpose specified and under the same general and special provisions applicable until December 31, 2024.</p> <p>As a rule, disbursement shall be made not later than December 31, 2024. However, the completion of construction, inspection, and payment of infrastructure capital outlays, shall be made not later than December 31, 2025. On the other hand, the delivery, inspection and payment of MOOE and other capital outlays shall be made not later than June 30, 2025.</p> <p>After the end of validity period, all unreleased appropriations shall lapse, while unexpended or undisbursed funds shall revert to the unappropriated surplus of the General Fund in accordance with Section 28, Chapter IV Book VI of E.O. No. 292 and shall not thereafter be available for expenditure except by subsequent legislative enactment. Departments, bureaus, and offices of the National Government, including constitutional offices enjoying fiscal autonomy, SUCs and GOCCs, shall strictly observe the validity of appropriations and the reversion of funds.</p> <p>Notwithstanding this provision and any other issuance, subsidies released to LGUs and GOCCs under this Act shall be valid until fully expended.</p> <p>All funds transferred between national government agencies, or by national government agencies to GOCCs and vice versa, or by national government agencies to LGUs shall not be considered disbursed under this Section until the</p>

	<p>transferred amounts have been actually utilized to pay for completed construction, goods delivered and services rendered, inspected and accepted, within the validity period. It is understood that transfer of funds shall strictly be in accordance with pertinent budgeting, accounting, auditing, and procurement laws, rules, and regulations.</p> <p>Terms of Payment:</p> <p>Payment shall be made on a monthly basis for twelve (12) months upon receipt of the official Statement of Account (SOA) from the Service Provider and issuance of Certificate of Acceptance from the KMITIS. Payment for one-time charges shall be made upon receipt of SOA and Certificate of User-Acceptance Test.</p>
4	No further instructions

Section VI. Schedule of Requirements

The delivery schedule expressed as calendar days stipulates hereafter a delivery date which is the date of delivery to the project site.

Lot No	Description	Qty.	Total ABC (PhP)	Delivery Site	Delivered Calendar Days
	Internet Service Provider for Integrated Drug Test Operations and Management Information System (IDTOMIS)	1 lot	400,000.00	Health Facilities and Services Regulatory Bureau, Building 15, DOH Central Office, San Lazaro Compound, Rizal Ave. Sta Cruz, Manila	The internet service subscription must be provided within 12 months. The delivery, installation configuration and testing shall be within fifteen (15) calendar days from the receipt of approved Notice to Proceed. The Contract for the internet shall commence immediately upon issuance of KMITS Certificate for Acceptance Test

***Please include the attached Terms of Reference and Technical Specifications with signature of the duly authorized representative as part of the submission of the bid proposal.**

Signature over Printed Name
[date of signing]

In the capacity of:
Duly authorized to sign bid for and on behalf of:

[title or other appropriate designation]
[Name of Company]
[Complete office address]
[Contact No.]
[Fax No.] [Email Address]

TERMS OF REFERENCE CHECKLIST	
Maintenance Services and Managed Service & Related & Analogous Contract of Services	
Minimum Contents/Requirements	
I.	Proposed Procurement Project Name: Procurement of Internet Service Provider for Integrated Drug Test Operations and Management Information System (IDTOMIS)
II.	Type of Service: <input type="checkbox"/> Maintenance Service <input type="checkbox"/> Managed Service General Services <input checked="" type="checkbox"/> Others: Goods and Services
III.	ABC: PhP 400,000.00
IV.	<p>Project Duration:</p> <p>The internet service subscription must be provided within 12 months. The delivery, installation, configuration and testing shall be within fifteen (15) calendar days from the receipt of approved Notice to Proceed. The contract for the internet service shall commence immediately upon issuance of KMITS Certificate for Acceptance Test.</p>
V.	<p>Projects site/s:</p> <p>Health Facilities and Services Regulatory Bureau, Building 15, DOH Central Office, San Lazaro Compound, Rizal Ave., Sta. Cruz, Manila</p>
VI.	<p>Background and Rationale</p> <p>Upon the enactment of the “The Comprehensive Dangerous Drugs Act of 2002” or known as RA No. 9165, the Department of Health (DOH) has been assigned to manage the process and operation of Drug Testing Centers. With this, DOH established the “Integrated Drug Test Operations and Management Information System (IDTOMIS)” for efficient and effective accreditation of drug testing laboratories and related facilities, monitoring and quality assurance of drug test operations, integration with rehabilitation centers, sharing and retrieval of relevant information for decision-making policy and policy formulation of various agencies using drug testing data. Currently, there are more than 2,000 drug test laboratories using the IDTOMIS. The IDTOMIS has a dedicated 24 Mbps bandwidth for its internet connectivity.</p> <p>The DOH contract for Internet Service Provider (ISP) for IDTOMIS is yearly renewed since 2010. However, pursuant to GPPB Resolution No. 06-2022 Section 3.5, states that <i>“The duration for each renewal contract shall not exceed one (1) year; however, the total combined period covering the original contract, renewal contract/s and contract extension/s, if applicable, shall not exceed three (3) years.”</i> Thus, the renewal of contract for FY 2024 is no longer allowed. To comply with this policy, KMITS must procure new Internet Service Provider for IDTOMIS to ensure availability and accessibility of IDTOMIS servers for the continuous uploading of transactions, downloading of relevant information and access to the IDTOMIS website.</p>
VII.	<p>Objective/s:</p> <p>To acquire a service from an Internet Service Provider (ISP) that can provide 24 Mbps internet bandwidth for the implementation of Integrated Drug Test Operations and Management Information System (IDTOMIS). Specifically, the service should ensure fast, reliable, stable, unlimited and secured internet connection.</p>

VIII. Scope of Work:

A. General Requirement

The Internet Service Provider or TelCo shall:

1. Provide a dedicated leased-line (1:1) Internet connection with CIR of 24 Mbps to the DOH that is stable, reliable, and secured for a nationwide coverage.
2. Provide service from DOH-HFSRB, Building 15 to the ISP Network Operation Center and vice-versa.
3. Seamlessly integrate the proposed internet connection to DOH existing 10 GB network infrastructure and network security devices. The winning ISP bidder shall provide the necessary hardware, terminations and other services required to establish the internet connection.
4. Asses the DOH existing router during site inspection if this is still capable to host 24 Mbps connection and compatible with the prospective bidder's Network Operation Center (NOC). If found that it can no longer able to host 24 Mbps and not compatible with the prospective bidder's NOC, the prospective bidder must provide a router that is capable of hosting 24 Mbps of internet connection.
5. Provide Ticketing System for every technical issue that will be reported.
6. Provide diagnostic reports and updates in case of connection failure.
7. Provide monthly report on utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization. The MRTG username and password must be provided to DOH-KMITS technical staff.
8. Provide IPv6 ready and/or compliant connections.
9. Provide 24x7 support services.
10. Enter into a Service Level Agreement (SLA) with DOH which includes parameters of rebates for non-performance, etc.
11. Transfer or fix the internet service in the event of accidental disconnection/loose connection at no cost to DOH.

B. Technical Requirements

1. Prospected bidders must submit detailed work plan specifying installation design, detailed activities, connectivity diagram from DOH-KMITS premises up to the last mile and timelines in order to determine compatibility with existing DOH Local Area Network and network security devices configuration and the DOH building's electrical power rating. Prospected Bidders are required to conduct site inspection.
2. The technical requirements are the following but not limited to these:
 - a. Dedicated leased line (1:1) internet connection or with a CIR of 24 Mbps bandwidth
 - b. Provision, installation and configuration of router for 24 Mbps bandwidth for direct internet connection

	<ul style="list-style-type: none"> c. Configuration of router BGP peering with DOH existing ISPs d. Provide Next Generation Firewall and security licenses for the protection of IDTOMIS e. Provide modem, media converter or similar devices to attain physical connection from DOH router to the ISP and to the internet, and Next Generation Firewall to protect IDTOMIS servers and users. f. Provide a High Availability, failover/redundancy link (Active-Active) to avoid DOH internet downtime g. Testing of High Availability, failover/redundancy link (Active-Active) h. Provide at least Six (6) public IP address i. Provide Domain Name Server (DNS) reverse lookup for entries with the assigned classless network j. Provide reliable Forwarding and Secondary DNS <p>3. Train at least 5 DOH technical staff on the installation, configuration and administration of the installed Next Generation Firewall.</p> <p>4. Provide a DOH network to the internet, 24 hrs. x 7 days a week unlimited access to the internet.</p>
	<p>IX. Deliverables/Outputs:</p> <ul style="list-style-type: none"> 1. Inception Report, which will include work plan 2. Full 24 Mbps leased line connection from DOH to the internet 3. Fully configured router supporting 24 Mbps internet connection 4. Fully configured router, DOH existing router or newly provisioned router from ISP 5. Fully functional 8 public IP Addresses 6. Monthly reports of traffics and usage i.e. MRTG report from DOH to internet 7. Unlimited Full Internet Access of corporate users via DOH IDTOMIS router and proxy 8. Fully functional and fully configured servers 9. List of at least 3 technical support staff with details on qualifications such as education, training and related experience that will be assigned to provide technical support to DOH 10. Signed Service Level Agreement
	<p>X. Implementation Arrangements:</p> <p>A. All communications and reports during the contract period must be addressed to:</p> <p style="text-align: center;">GLORIA NENITA V. VELASCO, MD, DipEpi, MScPH OIC, Director IV Department of Health Building 9, San Lazaro Compound, Rizal Avenue, Sta Cruz, 1003 Manila Tel No. 86517800 local 1926,1927 Email: gvelasco@doh.gov.ph</p>

ATTENTION:

ENGR. ROBERT S. MANUEL

Chief, Information Communications Technology Infrastructure and Security Division (ICTISD)

Knowledge Management and Information Technology Service

Tel No. 86517800 local 1925,1934

Email: rsmanuel@doh.gov.ph

B. Duties and Responsibilities of the DOH:

1. Provide a technical working committee to supervise and monitor the project to be headed by:

JEAN M. HERNANDO

Computer Programmer III

Information and Communications Technology Infrastructure and Security Division (ICTISD)

Knowledge Management and Information Technology Service (KMITS)

Tel Nos.: 86517800 ext. 1934 and 1925

Email: jmhernando@doh.gov.ph

JOEBET N. MIRANDA

Information Technology Officer I

Information and Communication Technology Infrastructure and Security Division (ICTISD)

Knowledge Management and Information Technology Service (KMITS)

Tel Nos.: 86517800 ext. 1934 and 1925

Email: jnmiranda@doh.gov.ph

2. Provide a person for Administrative matters such as access to the site, permits, payment, etc.
3. Provide a day-to-day contact person for the duration of the project, namely:

JOEBET N. MIRANDA

Information Technology Officer I

Information and Communication Technology Infrastructure and Security Division (ICTISD)

Knowledge Management and Information Technology Service (KMITS)

Tel Nos.: 86517800 ext. 1934 and 1925

Email: jnmiranda@doh.gov.ph

4. KMITS is responsible for the final acceptance and approval of project outputs.
5. KMITS will provide technical staff that will guide and give information with regards to the DOH campus-wide local area network and internet servers. They will facilitate access to

various workstations and other information that may be needed to complete this project satisfactorily.

6. Grant the ISP's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned DOH personnel
7. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the ISP
8. Issue Certificate of Inspection and Acceptance Report
9. Conducts assessment/evaluation of the ISP 60 days before the end of the contract. DOH may renew the contract for another year depending on the ISP performance
10. Process payment for the services provided as soon as complete documentation are received

C. Duties and Responsibilities of the Internet Service Provider (ISP):

1. Pre-Installation

- a. Provide detailed work plan specifying installation design, detailed activities, and network diagram showing connectivity from HFSRB IDTOMIS server room up to the last mile. Network diagram includes the ISP Primary Link and the Secondary Link.
- b. Shall coordinate with their TelCo partner and act as its representative. DOH will only deal with the ISP but the TelCo partner should be transparent to DOH.
- c. Shall coordinate with KMITS with regards to operational and policy, if any, through the Director of KMITS
- d. TelCo bills should be incorporated within the ISP's bill with the appropriate breakdown of their rendered services.

2. Actual Installation

- a. Set up dedicated, 1:1 Internet Connection with the Committed Information Rate (CIR) of 24 Mbps.
- b. Provide and install a Channel Service Unit/Data Service Unit (CSU/DSU) modem and media converter at both ends of the internet connections.
- c. Provide Next Generation Firewall with security licenses that will protect IDTOMIS Servers and users
- d. Provide internet connectivity directly to IDTOMIS servers and network, including materials needed for the purpose. This includes provision for the installation of cables/insulation using industry standard, materials and best practices.

- e. Complete the delivery, installation and configuration immediately upon receipt of the Notice to Proceed (NTP).

3. Configuration

- a. Configure modem, media converter or similar devices for dedicated direct internet speed connection;
- b. Configure router to the equivalent direct internet connection speed and to support two links for redundancy/fail over;
- c. Configure backup router, if any.
- d. Configure Next Generation Firewall with security licenses that will protect IDTOMIS Servers and users
- e. Provide DNS reverse lookup for entries with the assigned IP addresses
- f. Provide reliable Forwarding and Secondary DNS

4. Testing Period

- a. The ISP shall notify the DOH in writing seven (7) days prior to the required inspection/testing of the internet service connection.
- b. The acceptance test procedure shall be in accordance with the following:
 - i. The acceptance testing will be undertaken for a period of seven (7) days.
 - ii. Direct Internet leased line will have no service interruption during the agreed test period.
 - iii. Direct Internet bandwidth with Committed Information Rate (CIR) of 24 Mbps internet connection is attained 24x7
 - iv. Average latency should not exceed more than 80 milliseconds average round trip from DOH to ISP port and not more than 200 milliseconds average round tip from ISP port to US/International port
 - v. MRTG should be in place
 - vi. Assignment of at least 8 usable Public IP addresses
 - vii. The provider must conduct a Bit Error Rate (BER) and or equivalent test for FOC during the testing period to eliminate cyclic redundancy check (CRC) errors and ensure that both links are working

5. Implementation

- a. Shall maintain all equipment in proper working order.

- b. Provide an escalation list and procedure in reporting fault and outages.
- c. Must immediately advise DOH any downtime occurrence or if any case the internet rerouted to a backup link.
- d. Must have standby equipment to replace immediately the existing equipment used once found defective.

6. Rebates

- a. Provide industry standard Service Level Agreement (SLA) which shall carry a corresponding “Performance Credit” or rebate in favor of DOH should any of the committed parameters mentioned below are not met.
- b. Should be able to render the following services:
 - i. Availability
Provide 99.5% link uptime in a month.
 - ii. Latency
 - a) Provide not more than 80 milliseconds average round trip latency from DOH to local ISP port; and
 - b) Provide not more than 200 milliseconds average round trip latency from local ISP port to US/International port
- c. Render 24 hours’ x 7 days’ customer service support
 - i. Support response time, i.e., 30 minutes for emergency tickets for the following categories:
 - a) Link connection is down
 - b) Packet loss, variation in latency
 - c) Routing issue
 - ii. Two (2) hours response time for technical problem that requires on-site services.
- d. Rebate Schedule for Downtime Connection Interruption/Outage

If the interruption is attributable to the ISP, as acknowledged by the ISP’s Network Operation Center, the ISP shall voluntarily make the appropriate “Performance Credit” or rebate to the DOH without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing month.

Credit for Interruptions to service will be allowed as follows: The prospective bidder must fill up the necessary Credit equivalent for each Length of Interruption.

Interruptions of 24 Hours or less

Length of Interruption	Credit
Less than 30 minutes	
30 – 179 minutes	
180 – 359 minutes	
360 – 539 minutes	
540 – 719 minutes	
720 – 899 minutes	
900 – 1440 minutes	

7. Maintenance

- a. Provide a single point of contact for customer support in both areas of network connectivity and internet access.
- b. Shall respond to request for maintenance at no cost to DOH.
- c. Provide not less than seven (7) days a proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any, subject to the approval of DOH.
- d. Submit monthly access/usage reports to attest compliance to the SLA.
- e. Submit monthly subscription bill to KMITS including MRTG reports and other documents required for payment.

XI. Firm/Service Provider (SP)’s Capability/Expertise:

1. Must be an Internet Service Provider (ISP).
2. Must have a digital Fiber Optic Network, covering major points nationwide.
3. Must have the capability of Internet connectivity in the Philippines, running at min 2 Gbps
4. Must have peering with major ISPs within Metro Manila and remote provinces. The PISP must be connected to Philippines major Internet Exchange (IX) such as but not limited to:
 - a. Philippine Open Internet Exchange (PhOpenIX)
 - b. Philippine Internet eXchange (PhIX)
 - c. Manila Internet Exchange (MIX)
5. Must be in the business of primarily supplying internet connections related equipment and peripherals, of providing technical services for the installation of an internet

connectivity and of providing technical support services on these (for at least three (3) years.

XII. Additional Documentary Requirements to be attached in the Technical Specification form arranged, numbered and tabbed as numerated below:

1. Technical Proposal

- a. Technical proposal to include the following information:
 - i. Type of Company whether an ISP-Telco, ISP. If only an ISP indicate partner TelCo
 - ii. Access speed to Internet Backbone Hub. Type of lease line.
 - iii. Bandwidth to be provided.
 - iv. Network monitoring and provision of information thereof to DOH
 - v. Local connections
 - vi. Point of presence
 - vii. Regional presence
 - viii. Specification of router to be supplied to DOH
 - ix. Special package or value-added services to be provided, if any.
- b. Certified true copy of a valid NTC permit or license to operate;
- c. Certification to supply the services in full and on time
- d. List of at least 3 technical support staff with CV indicating details on qualifications such as education, training and related experience that will be assigned to provide technical support to DOH.

2. The Financial proposal must indicate the following:

Type of Charge	Amount in Pesos
a. One-time installation charges	
b. One-time ISP and TelCo connection charges	
c. Monthly ISP and TelCo connection charges	
d. Monthly total charges	
e. Total annual cost	

3. Technical Documents

- a. Detailed work plan specifying installation design, detailed activities, and network diagram showing connectivity from Data Center up to the last mile, and network diagram

- b. Company Profile
- c. Certification of 99.5% target service availability
- d. Service Level Agreement
- e. Rebates

4.

Interruptions of 24 Hours or less

Length of Interruption	Credit
Less than 30 minutes	
30 – 179 minutes	
180 – 359 minutes	
360 – 539 minutes	
540 – 719 minutes	
720 – 899 minutes	
900 – 1440 minutes	

Prospective bidder must fill up the necessary Credit equivalent for each Length of Interruption.

XIII. Terms of Payment:

Payment shall be made on a monthly basis for twelve (12) months upon receipt of the official Statement of Account (SOA) from the Service Provider and issuance of Certificate of Acceptance from the KMITS. Payment for one-time charges shall be made upon receipt of SOA and Certificate of User-Acceptance Test.

Signature over Printed Name

[date of signing]

In the capacity of:

Duly authorized to sign bid for and on behalf of:

[title or other appropriate designation]

[Name of Company]

[Complete office address]

[Contact No.]

[Fax No.]

[Email Address]

Technical Specifications

Lot	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p> <p>IN CASE OF RENEWAL OF REGULAR AND RECURRING SERVICES, THE PROCURING ENTITY MUST INDICATE HERE THE TECHNICAL REQUIREMENTS FOR THE SERVICE PROVIDER, WHICH MUST INCLUDE THE SET CRITERIA IN THE CONDUCT OF ITS PERFORMANCE EVALUATION.</p>

Technical Specifications

Republic of the Philippines Department of Health TECHNICAL SPECIFICATIONS			
Lot No. 1	Internet Service Provider for Integrated Drug Test Operations and Management Information System (IDTOMIS)	Quantity/Unit	1 lot
Name of Manufacturer:		Country of Origin:	
Brand:		Model (if applicable):	
Total ABC for the Lot : PhP400,000.00			
PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE	
<p>I. Detailed Technical Specifications:</p> <p>A. General Requirement</p> <p style="padding-left: 40px;">The Internet Service Provider or TelCo shall:</p> <ol style="list-style-type: none"> 1. Provide a dedicated leased-line (1:1) Internet connection with CIR of 24 Mbps to the DOH that is stable, reliable, and secured for a nationwide coverage. 2. Provide service from DOH-HFSRB, Building 15 to the ISP Network Operation Center and vice-versa. 3. Seamlessly integrate the proposed internet connection to DOH existing 10 GB network infrastruc 4. ure and network security devices. The winning ISP bidder shall provide the necessary hardware, terminations and other services required to establish the internet connection. 5. Asses the DOH existing router during site inspection if this is still capable to host 24 Mbps connection and compatible with the prospective bidder's Network Operation Center (NOC). If found that it can no longer able to host 24 Mbps and not compatible with the prospective bidder's NOC, the prospective bidder must provide a router that is capable of hosting 24 Mbps of internet connection. 6. Provide Ticketing System for every technical issue that will be reported. 7. Provide diagnostic reports and updates in case of connection failure. 8. Provide monthly report on utilization graphs and/or MRTG tool for monitoring of link quality and 			

Republic of the Philippines Department of Health TECHNICAL SPECIFICATIONS			
Lot No. 1	Internet Service Provider for Integrated Drug Test Operations and Management Information System (IDTOMIS)	Quantity/Unit	1 lot
Name of Manufacturer:		Country of Origin:	
Brand:		Model (if applicable):	
Total ABC for the Lot : PhP400,000.00			
PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE	
<p>bandwidth utilization. The MRTG username and password must be provided to DOH-KMITS technical staff.</p> <p>9. Provide IPv6 ready and/or compliant connections.</p> <p>10. Provide 24x7 support services.</p> <p>11. Enter into a Service Level Agreement (SLA) with DOH which includes parameters of rebates for non-performance, etc.</p> <p>12. Transfer or fix the internet service in the event of accidental disconnection/loose connection at no cost to DOH.</p> <p>B. Technical Requirements</p> <p>1. Prospective bidders must submit detailed work plan specifying installation design, detailed activities, connectivity diagram from DOH-KMITS premises up to the last mile and timelines in order to determine compatibility with existing DOH Local Area Network and network security devices configuration and the DOH building's electrical power rating. Prospective Bidders are required to conduct site inspection.</p> <p>2. The technical requirements are the following but not limited to these:</p> <ol style="list-style-type: none"> Dedicated leased line (1:1) internet connection or with a CIR of 24 Mbps bandwidth Provision, installation and configuration of router for 24 Mbps bandwidth for direct internet connection Configuration of router BGP peering with DOH existing ISPs Provide Next Generation Firewall and security licenses for the protection of IDTOMIS Provide modem, media converter or similar devices to attain physical connection from DOH router to the ISP and to the internet, and Next Generation Firewall to protect IDTOMIS servers and user. 			

Republic of the Philippines
Department of Health
TECHNICAL SPECIFICATIONS

Lot No. 1	Internet Service Provider for Integrated Drug Test Operations and Management Information System (IDTOMIS)	Quantity/Unit	1 lot
Name of Manufacturer:		Country of Origin:	
Brand:		Model (if applicable):	
Total ABC for the Lot : PhP400,000.00			
PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE	
<ul style="list-style-type: none"> f. Provide a High Availability, failover/redundancy link (Active-Active) to avoid DOH internet downtime g. Testing of High Availability, failover/redundancy link (Active-Active) h. Provide at least Six (6) public IP address i. Provide Domain Name Server (DNS) reverse lookup for entries with the assigned classless network j. Provide reliable forwarding and Secondary DNS <p>3. Train at least 5 DOH Technical staff on the installation, configuration and administration of the installed Next Generation Firewall.</p> <p>4. Provide a DOH network to the internet, 24hrs x 7 days a week unlimited access to the internet</p>			

II. Additional Documents to be submitted with this Technical Specifications, arranged numbered and tabbed as enumerated below:

1. Technical proposal to include the following information:
 - i. Type of Company whether an ISP-Telco, ISP if only an ISP indicate partner TelCo.
 - ii. Access speed to Internet Backbone Hub. Type of lease line
 - iii. Bandwidth to be provided
 - iv. Network monitoring and provision of information thereof to DOH
 - v. Local connections
 - vi. Point of presence
 - vii. Specification of router to be supplied to DOH
 - viii. Special package or value-added services to be provided, if any.
2. Certified true copy of a valid NTC permit or license to operate;
3. Certification to supply the services in full and on time
4. List of at least 3 technical support staff with CV indicating details on qualifications such as education, training and related experience that will be assigned to provide technical support to DOH.
5. Detailed work plan specifying installation design, detailed activities, and network diagram showing connectivity from Data Center up to the last mile, and network diagram
6. Company Profile
7. Certification of 99.5% target service availability
8. Service Level Agreement
9. Certificate of Site Inspection

Republic of the Philippines
Department of Health
TECHNICAL SPECIFICATIONS

Lot No. 1	Internet Service Provider for Integrated Drug Test Operations and Management Information System (IDTOMIS)	Quantity/Unit	1 lot																
Name of Manufacturer:		Country of Origin:																	
Brand:		Model (if applicable):																	
Total ABC for the Lot : PhP400,000.00																			
PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE																	
<p>i. The Prospective Bidder conducted a site inspection on the next working day after the Pre Bidding conference at exactly 9:00 am at Bldg. 9, KMITS, and the contact person Mr. Joebet N. Miranda</p> <p>ii. The Certificate of Site Inspection will be issued by the End User must be attached to the Bidding Proposal.</p> <p>10. Rebates</p> <p style="text-align: center;">Interruptions of 24 Hours or less</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Length of Interruption</th> <th style="width: 50%; text-align: center;">Credit</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">Less than 30 minutes</td><td></td></tr> <tr><td style="text-align: center;">30 – 179 minutes</td><td></td></tr> <tr><td style="text-align: center;">180 – 359 minutes</td><td></td></tr> <tr><td style="text-align: center;">360 – 539 minutes</td><td></td></tr> <tr><td style="text-align: center;">540 – 719 minutes</td><td></td></tr> <tr><td style="text-align: center;">720 – 899 minutes</td><td></td></tr> <tr><td style="text-align: center;">900 – 1440 minutes</td><td></td></tr> </tbody> </table> <p>Prospective bidder must fill up the necessary Credit equivalent for each Length of Interruption.</p> <p>11. Financial Proposal. Refer to Annex A for the prescribed form.</p> <p>12. Sworn Statement using the prescribed form.</p>				Length of Interruption	Credit	Less than 30 minutes		30 – 179 minutes		180 – 359 minutes		360 – 539 minutes		540 – 719 minutes		720 – 899 minutes		900 – 1440 minutes	
Length of Interruption	Credit																		
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540 – 719 minutes																			
720 – 899 minutes																			
900 – 1440 minutes																			

Signature over Printed Name
[date of signing]

In the capacity of:
Duly authorized to sign bid for and on behalf of:

[title or other appropriate designation]
[Name of Company]
[Complete office address]
[Contact No.]
[Fax No.]
[Email Address]

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents **Arranged numbered and tabbed as it appears below:**

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the 2016 Revised IRR of RA No. 9184;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid *equivalent to at least fifty percent (50%) of the ABC*, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Schedule of Requirements and Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class “B” Document

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (i) [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.
- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).
 - (i) Price Schedule forms using the forms attached in ***Annex A and;***
 - (ii) Price Schedule form using the Price Schedule in **GPPB Resolution No. 16-2020.**

III. ADDITIONAL DOCUMENTARY REQUIREMENTS TO BE ATTACHED IN THE TECHNICAL SPECIFICATIONS FORM:

- (a) Technical proposal to include the following information:
 - i. Type of Company whether an ISP-Telco, ISP. If only an ISP indicate partner TelCO
 - ii. Access speed to Internet Backbone Hub. Type of lease line
 - iii. Bandwidth to be provided
 - iv. Network monitoring and provision of information thereof to DOH
 - v. Local connections
 - vi. Point of presence
 - vii. Specification of router to be supplied to DOH
 - viii. Special package or value-added services to be provided, if any.
- (b) Certified true copy of a valid NTC permit or license to operate;
- (c) Certification to supply the services in full and on time
- (d) List of at least 3 technical support staff with CV indicating details on qualifications such as education, training and related experience that will be assigned to provide technical support to DOH.
- (e) Detailed work plan specifying installation design, detailed activities, and network diagram showing connectivity from Data Center up to the last mile, and network diagram

- (f) Company Profile
- (g) Certification of 99.5% target service availability
- (h) Service Level Agreement
- (i) Certificate of Site Inspection
 - i. The Prospective Bidder conducted a site inspection on the next working day after the Pre Bidding conference at exactly 9:00 am at Bldg. 9, KMITS, and the contact person Mr. Joebet N. Miranda
 - ii. The Certificate of Site Inspection will be issued by the End User must be attached to the Bidding Proposal.
- (j) Rebates

Interruptions of 24 Hours or less

Length of Interruption	Credit
Less than 30 minutes	
30 – 179 minutes	
180 – 359 minutes	
360 – 539 minutes	
540 – 719 minutes	
720 – 899 minutes	
900 – 1440 minutes	

Prospective bidder must fill up the necessary Credit equivalent for each Length of Interruption.

- (k) Sworn Statement using the prescribed form.

Note:

- 1) Please refer to <https://doh.gov.ph/sites/default/files/basic-page/COBAC-Sample-Forms.pdf> for the following requirements:
 - a) Sworn Statement;
 - b) Computation of NFCC;
 - c) Manufacturer's Authorization;
 - d) Authorization from the Main Distributor of the Manufacturer;
 - e) Secretary's Certificate;
 - f) Special Power of Attorney;
 - g) Statement of Ongoing Contracts; and
 - h) Statement of SLCC.

- 2) For the following requirements, please refer to **GPPB Resolution No. 16-2020:**
 - a) Bid Form;
 - b) Price Schedule;
 - c) Bid Securing Declaration; and
 - d) Omnibus Sworn Statement

ANNEX A

FINANCIAL PROPOSAL FORM FOR THE PROCUREMENT OF INTERNET SERVICE PROVIDER FOR INTEGRATED DRUG TEST OPERATIONS AND MANAGEMENT INFORMATION SYSTEM (IDTOMIS)

Company Name:

Contact Person:

Contact Number:

Email Address:

Type of Charge	Amount
a. One time installation charges	
b. One time ISP and TelCo connection charges	
c. Monthly ISP and TelCo subscription charges	
d. Monthly total charges	
e. Total annual coast	

Proposal Details:

Please provide a breakdown of all costs associated with the respective charges listed above.

Signature

Date:

