|  |  |
| --- | --- |
| RFQ No. | 2019-07-0026 |
| Date | 05 July 2019 |

**REQUEST FOR QUOTATION**

**Name of Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The **Philippine Economic Zone Authority**, through its Bids and Awards Committee (BAC), intends to procure thru Negotiated Procurement (Two Failed Biddings) pursuant to Section 53.1 of the Revised Implementing Rules and Regulations of R.A. 9184, the ***Procurement of Maintenance Agreement for CISCO Wireless Network Equipment Deployed at the Head Office and Public Economic Zones: CEZ, MEZ & BCEZ***, with an Approved Budget for the Contract (ABC) of **P2,700,000.00.**

The BAC shall negotiate only with Supplier/s which responded to this invitation **on or before 12 July 2019**. Suppliers/Bidders are requested to submit their Eligibility, Technical Documents and Financial Proposal; (best offer) not later than **24, July 2019, 11:00 AM** together with the following additional documents:

1. Company Profile;
2. SEC/DTI Registration;
3. Valid and Current Mayor’s/Business Permit 2019, (for individual proprietor, BIR Certificate of Registration shall be submitted in lieu of Mayor’s permit);
4. Valid Tax Clearance per EO 398, series of 2005:
   1. BIR eFPS, Quarterly Income Tax Return (ITR)-(previous 2 quarters, BIR Form No. 1701Q);
   2. BIR eFPS, Monthly VAT Declaration (last 6mos, BIR Form No. 2550-M); and
5. Statement of Prospective Supplier that it is not blacklisted or barred from bidding by the government or any of its agencies, offices, corporation or LGU.

Bidders are required to use the attached bidding forms **(Eligibility, Technical and Financial Proposal)** of the project.

The winning bidder shall provide within ten (10) days from receipt of the Notice of Award (NoA), to submit the required Performance Security and the NoA with signed “Conforme”, all of which will form part of the Agreement.

The BAC reserves the right to accept or reject any Bid, to annul the bidding process, and to reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

For any clarification, you may contact Ms. Nilda Lumapak, BAC Secretariat, thru telephone number (**02)-551-3429** or at e-mail address: ***bacsec@peza.govph***.

(Sgd.)

**DDG TERESO O. PANGA**

BAC Chairperson

**Procurement of Maintenance Agreement for CISCO Wireless Network Equipment Deployed at the Head Office and 3 Public Economic Zones: CEZ, MEZ and BCEZ**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Eligibility, Technical Documents & Financial Documents**

|  |  |
| --- | --- |
| **Item** | **Specification** |
| **1** | **Eligibility Documents**  **Class “A” Documents** |
| * PhilGEPS Registration – Platinum Membership |
| * Statement of all ongoing government and private contracts including contracts awarded but not yet started (Annex “A”) List shall be supported with :   *Notice of Award and / Notice to Proceed / Letter of Confirmation or similar documents (signed by the owner or authorized representative) in terms of contract price.* |
| * Statement of Single Largest Completed Contract Project, in government and private contract which are similar to the project to be bid (Annex “B”). Statement shall be supported with :   *Contract / Certificate of Completion / Certificate of Acceptance in terms of contract price.* |
| * Computation of Net Financial Contracting Capacity (NFCC), (Annex “C”), **OR** |
| * Certificate of commitment specific to the contract at hand, issued by a licensed bank to extend to the bidder a credit line if awarded the contract, **OR** |
| * A cash deposit certificate certifying a hold out on cash deposits issued by a licensed bank, which shall also be specific to the contract to be bid, in an amount not lower than that set by the procuring entity in the Bidding Documents, which shall be at least equal to ten percent (10%) of the approved budget for the contract. |
|  | **Class “B” Documents** |
| * Valid joint venture agreement, in case of a joint venture |
| **2** | **Technical Documents** |
| * Bid Security/Bid Securing Declaration (Annex “D”) |
| * Conformity with Schedule of Requirements (Annex “E”) and Technical Specifications (Annex “F”). |
| * Omnibus Sworn Statement (Annex “G”) |
| **3** | **Financial Documents** |
| * Duly accomplished Bid Form (Annex “H”) |
| * Schedule of Prices (Annex “I(a) & I(b)”) |

**Annex “A”**

**Statement of all Ongoing Government and Private Contracts**

**including Contracts Awarded but not yet Started**

Business Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ***Name of Client*** | ***Date of Contract*** | ***Kinds of Goods*** | ***Value of Outstanding Contracts*** | ***Date of Delivery*** | ***Purchase Order Number/s or Date of Contract/s*** |
| Government |  |  |  |  |  |
|  |  |  |  |  |  |
| Private |  |  |  |  |  |
|  |  |  |  |  |  |

Submitted by : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed Name and Signature)

Designation : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Instructions:

1. If there are no ongoing contracts including awarded but not yet started, state “none” or equivalent term.
2. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

**Annex “B”**

**Statement of Single Largest Completed Contract**

**which is Similar in Nature**

(indicate only one)

Business Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ***Name of Client*** | ***Name & Date of Contract*** | ***Kinds of Goods*** | ***Amount of Contract*** | ***Date of Delivery*** | ***End User’s Acceptance or Official Receipt(s) or Sales Invoice Issued for the Contract*** |
|  |  |  |  |  |  |

Submitted by : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed Name and Signature)

Designation : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Instructions:

1. This form shall be supported with:
   * 1. Contract/Purchase Order/Work Order
     2. Certificate of Completion and Acceptance for Government Contracts
     3. Official Receipts for Private Contracts
2. Similar contracts shall refer to license/subscription renewal for firewall equipment.

**Annex “C”**

**Maintenance Agreement for CISCO Wireless Network Equipment**

**Deployed at the Head Office and 3 Public Economic Zones: CEZ, MEZ and BCEZ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Certificate of Net Financial Contracting Capacity (NFCC)**

(Please show figures how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is Philippine Peso \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Php\_\_\_\_\_\_\_\_\_\_\_\_) which is at least equal to the Approved Budget for the Contract (ABC). The amount is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding

or uncompleted portions of the projects under ongoing contracts, including

awarded contracts yet to be started, coinciding with the contract to be bid.

NFCC = (CA-CL) (15) – C

Issued this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019.

CERTIFIED CORRECT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & signature of Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Notes:

* + 1. The values of the bidder’s current assets and current liabilities shall be based on the data submitted to BIR through its eFPS .
    2. Value of all outstanding or uncompleted contracts refers to those listed in Annex A.
    3. The detailed computation using the required formula must be shown as provided above.
    4. The NFCC computation must at least be equal to the total ABC of the project.

**Annex “D”**

**BID SECURING DECLARATION FORM**

**REPUBLIC OF THE PHILIPPINES)**

**CITY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) S.S.**

x------------------------------------------------------x

**BID SECURING DECLARATION**

**RFQ No.:** *[Insert Reference number]*

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

I/We[[1]](#footnote-1), the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

(a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

(b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

(c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER’S AUTHORIZED*

*REPRESENTATIVE]*

*[Insert Signatory’s Legal Capacity]*

Affiant

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public for \_\_\_\_\_\_\_ until \_\_\_\_\_\_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PTR No. \_\_\_\_\_\_ *[date issued], [place issued]*

IBP No. \_\_\_\_\_\_ *[date issued], [place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

**Annex “E”**

**Maintenance Agreement for CISCO Wireless Network Equipment**

**Deployed at the Head Office and 3 Public Economic Zones: CEZ, MEZ and BCEZ**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Equipment** | **No. of Units** | **Maintenance Services** | **Delivered, Weeks/Months** | **Delivery Place** |
| **Wireless Controller** | 5 | * 8x5 (M-F) service/help desk support * 8x5 (M-F) on-site engineering service with parts included * Service unit shall provide upon availability * Annual Preventive Maintenance * Software Fix Releases |  |  |
| **Access Point** | 59 |
| **Network Switches** | 10 |

**I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature over Printed Name (Duly authorized to sign the Bid)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone/Fax No

**Annex “F”**

**Technical Specifications**

**Terms of Reference for Network Equipment Maintenance Agreement**

**LOT 1:** **Network Equipment Maintenance Agreement For PEZA Head Office, BCEZ, CEZ, and MEZ**

Instructions:

* Indicate “**Comply**” per line number under the Statement of Compliance if supplier can meet the technical specifications and project requirements.
* Do not alter the contents of this form in any way.

|  |  |  |  |
| --- | --- | --- | --- |
| **DESCRIPTION OF SUPPORT SERVICES** | | **ENTITLEMENT** | **Statement of Compliance** |
| **Coverage Period** | | **THREE (3) YEARS** |  |
| **Service Requests** | | **Service Desk available 8 x 5** |  |
| **Phone Support Response Time** | | **Within 30 minutes upon receipt of call** |  |
| **Engineering Services** | **Service Availability** | **8 x 5, Mondays Thru Fridays excluding Holidays** |  |
| **Response Time** | **Within 2-4 hours** |  |
| **Hardware Parts**  **Replacement** | **Parts Charges** | **Included** |  |
| **Service Unit** | **Shall be provided upon availability of**  **company’s common spares** |  |
| **Availability** | **Next Business day. Cut-off time for raising RMAs can be set by bidder.** |  |
| **Maintenance**  **Services** | **Corrective** | **Included** |  |
| **Preventive Maintenance** | **Annual** |  |
| **Manufacturer’s**  **Support Services** | **Hardware** | **Replacement parts and materials** |  |
| **Software** | **Fix Releases** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1** | **General Obligations of the Service Provider Relating to the Services** | | **Statement of Compliance** | |
|  | **Cisco Hardware Maintenance and Support** | |
|  | * Coverage window (Parts Replacement): 8 hours a day x 5 days a week: Metro Manila: Within 2 to 4 hours, Outside Metro Manila: Next available mean of Transportation | |  | |
|  | * Hardware Parts Replacement: Shall be provided upon availability of COMPANY’s common spares | |  | |
|  | * Coverage window (support): 8 hours a day x 5days a week with 4 Hours response time upon receipt of call by Service Provider helpdesk | |  | |
|  | * Annual preventive maintenance | |  | |
|  | * Replacement parts and materials | |  | |
|  | * Firmware updates and fixes | |  | |
|  | The Services shall include the servicing, repair, maintenance (both preventive and corrective), and/or replacement of the Hardware Components in accordance with the specifications and manuals of the Hardware Components at the time of installation, which shall be performed by remote diagnostic/modem access, and/or where determined necessary by the Service Provider and upon prior approval of the Company, on-Site. | |  | |
| **2** | **Maintenance Services** | |  | |
|  | Corrective Maintenance shall include the following services: | |  | |
|  | 1. The Service Provider will provide telephone support for problem isolation. | |
|  | 1. If the problem cannot be resolved through telephone support, a Technical Engineer shall be deployed to the Site to perform fault isolation and resolution on the Hardware Components. | |  | |
|  | 1. The Service Provider shall supply the necessary spare parts for the purpose of maintaining the Hardware Components listed in Schedule A-4 hereof to its proper working condition. Spare units may be brand new units or repaired units that are in good working condition. | |  | |
|  | Preventive Maintenance shall include the following:  The Service Provider shall perform an annual preventive maintenanceprogram on the Hardware Components at the following site: | |  | |
|  | 1. **Philippine Economic Zone Authority**   MISD, 2nd Floor, Building 4A, DOE-PNOC Complex Energy Center, 34th Street, Bonifacio Global City, Taguig City, Metro Manila | |  | |
|  | 1. **Baguio City Economic Zone**   Loakan Road, Baguio, 2600 Benguet | |  | |
|  | 1. **Cavite Economic Zone**   Rosario, Cavite | |  | |
|  | 1. **Mactan Economic Zone**   Lapu-Lapu City, Mactan, Cebu | |  | |
|  | The parties shall mutually agree upon the specific date and time for each preventive maintenance activity hereon. | |  | |
|  | The scope of Preventive Maintenance activity is as follows:   1. General check-up of the equipment or hardware covered under this Agreement; | |  | |
|  | 1. General check-up on any program or software used in the operation of any equipment or hardware provided by the Service Provider; | |  | |
|  | 1. Conduct a complete diagnostic routine within the system; | |  | |
|  | 1. Service Provider shall rectify all faults found during the preventive maintenance service visit or recommend any necessary action to maintain or improve reliability of the Hardware Components; | |  | |
|  | 1. Each of the preventive check-up visits shall be covered by a service report indicating the date, time, services rendered and recommendations, jointly signed by the representatives of Company and the Service Provider. | |  | |
|  | When the Company informs the Service Provider that a Hardware Component is faulty, malfunctioning or defective, the Service Provider shall attend to the Site within the specified Response Times (as defined below), to undertake diagnosis and repair of the affected Hardware Component. | |  | |
|  | In the event the faulty, malfunctioning, or defective Hardware Component is required to be replaced, the replacement item shall be either new or if not new, shall be fully functional and operational, and free from any faults or defects, and shall assume the existing warranties of the replaced faulty, malfunctioning or defective item. | |  | |
|  | In the event the fault is not cleared during the applicable response times and periods specified in the Maintenance Program Details, PEZA may request the company to complete the work outside the Validity Period. The Company may undertake this work subject to the availability of suitable technical staff and the provision of an authorized work order by the Company prior to commencement of the work. | |  | |
| **3** | | **Software Maintenance** | | **Statement of Compliance** | |
|  | | The Service Provider shall provide, without additional charge, software maintenance updates as deemed necessary to ensure continuous infrastructure availability of the Hardware Components. | |  | |
|  | | 1. Minor release: for example, 12.3 or 12.3M moving to 12.4 or 12.4M, respectively; | |  | |
|  | | 1. Maintenance release of software update or version: Includes bug fixes—for example, 12.2(16), 12.2(16a), or 12.2.16. Also includes new point features or early deployment release—for example, 12.2(8)T, 12.2. (8)T1, 12.2.8T, or 12.2.8T1. | |  | |
| **4** | | **Responsibilities of the Company** | |  | |
|  | | To permit the Service Provider to fulfill its obligations pursuant to this Agreement, the Company shall: | |  | |
|  | | 1. Nominate at least one appropriate person to be the Company's representative with the Service Provider regarding the performance of the Services (such person to be regularly available during normal business hours). | |  | |
|  | | 1. Ensure that Service Provider’s personnel have reasonable access to the Hardware Components during the Term of this Agreement, as will enable them to perform the Services hereunder, but subject at all times to the Company’s health, safety and security policies and guidelines. | |  | |
|  | | 1. Make available, upon written request, the services of the relevant person employed by the Company who operates the Hardware Components at the relevant Site. In such case, the Service Provider shall give prompt and reasonable notice to the Company as to the necessity of the presence of such person or employee during the performance of any of the Services. | |  | |
|  | | 1. Notify the Service Provider immediately in writing if the Company ceases to be in possession of the Hardware Components at the relevant Site. | |  | |
| **5** | | **Replacement/Repair Policy** | |  | |
|  | | During the Term of this Agreement, should there be a hardware defect or malfunction with any of the Hardware Components, which is not capable of on-site repair, the Service Provider shall pull-out the affected Hardware Component for endorsement to Cisco (or any relevant equipment manufacturer) for return, repair and/or replacement (“Return Material Authorization” or “RMA”). It shall be the Service Provider’s obligation to provide the Company, at no cost to the Company, a service unit in excellent and fully functional or operating and working condition, of the same brand, model and specifications as that of the defective Hardware Component. Configuration and installation of the replacement and/or service unit shall be promptly carried out by the Service Provider. | |  | |
|  | | Pull-out of defective unit and delivery of repair and/or replacement unit shall be at the Company Head office. | |  | |
|  | | Upon confirmation of the Service Provider’s RMA to Cisco (or any relevant equipment manufacturer), the replacement of the affected parts of the Hardware Components shall commence on the next business day, provided that the same was reported before 3:00 pm local time, of the preceding day. | |  | |
| **6** | | **Reporting** | |  | |
|  | | Immediately after performance of a Service, but in each case not later than twenty-four (24) hours after said performance, the Service Provider shall submit to the Company a written report. The Service Report shall warrant that such Services have passed the requirements of the Company and shall be subject to the written approval or acceptance of the Company. The Company may either: (i) accept the Services thus performed, by signing the Service Report or (ii) request the modification of all or part of the Services, on the basis that the Services were not in accordance with the specifications under this Agreement. | |  | |
| **7** | | **Service Provider’s Personnel** | |  | |
|  | | The Service Provider shall make its own arrangements for the engagement of all personnel to perform the obligations provided in the Agreement, and for the payment of their wages, fees, salaries, expenses, as well as allowances and expenses for food, transportation and travel accommodations. | |  | |
| **8** | | **List of Hardware Components** | |  | |
|  | | The Services shall cover equipment in the Hardware Components List | |  | |
| **9** | | **Bidder’s Qualification** | |  | |
|  | | 1. Must be a Gold / Premiere Partnerof Cisco Systems Inc of PEZA. This must be supported by a Certification from the manufacturer to be submitted to the Chairperson, Bids and Awards Committee. | |  | |
|  | | 1. Must have Cisco Certified Engineers who are regular and locally based employees | |  | |
|  | | Certification breakdown is as follows:   1. Cisco Certified Internet work Expert (CCIE) | |  | |
|  | | 1. Cisco Certified Network Professional (CCNP) 2. Cisco Certified Network Associates (CCNA) | |  | |
|  | | 1. Must be a Cisco system integrator in the Philippines | |  | |
| **10** | | **Coverage Period** | |  | |
|  | | Contract will start upon issuance of Notice to Proceed and valid for three (3) years. | |  | |
| **11** | | **Hardware Components List** | |  | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Part Number | Description | Qty | Serial | **Statement of Compliance** |
| WS-C2960CX-8PC-L | Cisco Catalyst 2960-CX 8 Port PoE, LAN Base | 1 | FOC1949W24Y |  |
| WS-C2960X-24TS-L | Catalyst 2960-X 24 GigE, 4 x 1G SFP, LAN Base | 1 | FCW1949B1JA |  |
| WS-C2960X-24PS-L | Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base | 3 | FOC1950S3GD |  |
| FOC1950S3H8 |  |
| FOC1950S3GS |  |
| SFP-10G-LR= | 10GBASE-LR SFP Module | 6 | FNS19481NH3 |  |
| FNS19481NG0 |  |
| FNS19481NJ5 |  |
| FNS19481NFM |  |
| FNS19481MZR |  |
| FNS19481NF5 |  |
| GLC-T= | 1000BASE-T SFP | 4 | AGM194944HG |  |
| AGM194944NE |  |
| AGM194944HP |  |
| AGM194944NH |  |
| GLC-SX-MMD= | 1000BASE-SX SFP transceiver module, MMF, 850nm, DOM | 4 | FNS19332L4A |  |
| FNS19332L3X |  |
| FNS19332M5Y |  |
| FNS19332MAH |  |
| WS-C3850-48T-S | Cisco Catalyst 3850 48 Port Data IP Base | 2 | FOC1951X0K4 |  |
| FOC1951U0HW |  |
| STACK-T1-50CM | 50CM Type 1 Stacking Cable | 5 | MOC1948A7U5 |  |
| MOC1949A0MX |  |
| MOC1936A55T |  |
| MOC1936A560 |  |
| MOC1936A565U |  |
| CAB-SPWR-30CM | Catalyst Stack Power Cable 30 CM | 2 |  |  |
| PWR-C1-BLANK | Config 1 Power Supply Blank | 2 |  |  |
| PWR-C1-350WAC | 350W AC Config 1 Power Supply | 2 | ART1950F6PM |  |
| ART1950F6PF |  |
| C3850-NM-4-1G | Cisco Catalyst 3850 4 x 1GE Network Module | 2 | FOC19463K61 |  |
| FOC194594U8 |  |
| S3850UK9-33SE | CAT3850 Universal k9 image | 2 |  |  |
| AIR-AP2702I-UX-WLC | Mobility Express bundle AP2700i and WLC2504 with 25 lic | 12 |  |  |
| S3G4K9W7-15303JA | Cisco 2700 Series IOS WIRELESS LAN | 40 |  |  |
| AIR-AP2702I-UXZBLK | BOM Level AP2700i Bulk PID for Universal domain | 40 | FCW1951NQ4T |  |
| FCW1951NQ4L |  |
| FCW1951NQ6A |  |
| FCW1951NPNS |  |
| FCW1951NQ5Y |  |
| FCW1951NPQ6 |  |
| FCW1951NPQ3 |  |
| FCW1951NPHS |  |
| FCW1951NPQ8 |  |
| FCW1951NPXT |  |
| FCW1951NPXV |  |
| FCW1951NPG0 |  |
| FCW1951NPP8 |  |
| FCW1951NPXW |  |
| FCW1951NPQG |  |
| FCW1951NPP9 |  |
| FCW1951NPQ2 |  |
| FCW1951NPQH |  |
| FCW1951NPNT |  |
| FCW1951NPXX |  |
| FCW1951NPQ4 |  |
| FCW1951NPHM |  |
| FCW1951NPY2 |  |
| FCW1951NPHN |  |
| FCW1951NPGY |  |
| FCW1951NQ4H |  |
| FCW1951NQ6E |  |
| FCW1951NQ50 |  |
| FCW1951NQ4W |  |
| FCW1951NQ6N |  |
| FCW1951NQ6B |  |
| FCW1951NPG6 |  |
| FCW1951NQ6F |  |
| FCW1951NQ67 |  |
| FCW1938N6X6 |  |
| FCW1938N6ZL |  |
| FCW1936PF1U |  |
| FCW1936PF1Q |  |
| FCW1938N6X4 |  |
| FCW1938N6YY |  |
| AIR-CT2504-25-K9Z | 2504 Wireless Controller in a bundle with 25 AP licenses | 3 | PSZ19261C2A |  |
| PSZ19261RFD |  |
| PSZ19261RQM |  |
| LIC-CT2504-BASE | Base Software License | 5 |  |  |
| AIR-CT2504-SW-8.1 | Cisco 2504 Wireless Controller SW Rel. 8.1 | 2 |  |  |
| SWAP2700-CMB-A1-K9 | Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW | 59 |  |  |
| LIC-CT2504-25 | 25 AP License for 2504 WLAN Controller | 3 |  |  |
| AIR-CT2504-CCBL | 2504 Wireless Controller Console Cable | 4 |  |  |
| AIR-CAP2702I-A-K9 | 802.11ac CAP w/CleanAir; 3x4:3SS; Int Ant; A Reg Domain | 19 | FCW1929NTF8 |  |
| FCW1929J62D |  |
| FCW1929J63L |  |
| FCW1929J63Q |  |
| FCW1929J644 |  |
| FCW1929J623 |  |
| FCW1929J61R |  |
| FCW1846NKGJ |  |
| FCW1953N8XK |  |
| FCW1929J61W |  |
| FCW1917NPSY |  |
| FCW1929J61Z |  |
| FCW1929J62Y |  |
| FCW1929J637 |  |
| FCW1929J63B |  |
| FCW1929J63D |  |
| FCW1929J63P |  |
| FCW1929J624 |  |
| FCW1952NXXH |  |
| AIR-MR-1X081RU-A | 8GB DDR4-2133-MHz RDIMM/PC4-17000/single rank/x4/1.2v | 8 | ST53A10540415F1200 |  |
| ST53A10540415F1260 |  |
| ST53A10540415F12A2 |  |
| ST53A10540415F12E0 |  |
| 80AD0115325119E481 |  |
| 80AD011532511A9D69 |  |
| 80AD011532511A9D43 |  |
| 80AD011532511A9D58 |  |
| LIC-CT5520-50A-K9 | Cisco 5520 Wireless Controller 50 AP License | 1 |  |  |
| AIR-SD-32G-S | 32GB SD Card for UCS servers | 2 | BM5343D05U00244 |  |
| BM5343D05U00371 |  |
| AIR-CT5520-SW-8.1 | Cisco 5520 Wireless Controller SW Rel. 8.1 | 2 |  |  |
| AIR-SD240G0KS2-EV | 240GB 2.5 inch Enterprise Value 6G SATA SSD | 2 | S2KWNYAGA00511 |  |
| S2KWNWAGB01152 |  |
| AIR-CPU-E52609D | 1.90 GHz E5-2609 v3/85W 6C/15MB Cache/DDR4 1600MHz | 2 | 2L422349A0613 |  |
| 2L425272A0564 |  |
| AIR-TPM2-001 | Trusted Platform Module 1.2 for UCS (SPI-based) | 2 | FCH195077RY |  |
| FCH19517Q0C |  |
| AIR-CT6870-NIC-K9 | PCIe Network Interface 20G | 2 | 50G1539GB000288 |  |
| 50G1539GB000363 |  |
| AIR-PSU1-770W | 770W AC Hot-Plug Power Supply for 5520 Controller | 2 | LIT194110B0 |  |
| LIT19410CSC |  |
| AIR-BZL-C220M4 | Cisco 5520 Wireless Controller Security Bezel | 2 |  |  |
| AIR-CT5520-K9 | Cisco 5520 Wireless Controller w/rack mounting kit | 1 | FCH1945V3VH |  |
| WS-C3850-24P-S | Cisco Catalyst 3850 24 Port PoE IP Base | 3 | FOC1935X1HY |  |
| FOC1935X1JG |  |
| FCW1935D1EK |  |
| PWR-C1-715WAC | 715W AC Config 1 Power Supply | 3 | LIT19360F2S |  |
| LIT19360F0K |  |
| LIT19360CAD |  |
| AIR-CT5520-50-K9 | Cisco 5520 Wireless Controller supporting 50 APs w/rack kit | 1 | FCH1947V04Q |  |

**Annex “G”**

**Omnibus Sworn Statement**

REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_\_ ) S.S.

**AFFIDAVIT**

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

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

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

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

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

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

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

1. *[Name of Bidder]* is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
2. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
3. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
4. ***Select one, delete the rest:***

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s Representative/Authorized Signatory

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public for \_\_\_\_\_\_\_ until \_\_\_\_\_\_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PTR No. \_\_\_\_\_\_ *[date issued], [place issued]*

IBP No. \_\_\_\_\_\_ *[date issued], [place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.

Annex “H“,

**Bid Form**

After having carefully read and accepted the Terms and Conditions and Technical Requirements and Specifications, I/we submit our quotation/s for the items as follows:

|  |  |
| --- | --- |
| **Maintenance Agreement for CISCO Wireless Network Equipment**  **Deployed at the Head Office and 3 Public Economic Zones: CEZ, MEZ and BCEZ**  **(RFQ No. \_\_\_\_\_\_\_\_\_\_\_\_\_)**  **ABC : Php2,700,000.00** | |
| **Total Bid Price** | **Php** |
| **Amount in Words** |  |

Notes:

1. The financial bid is inclusive of all taxes, duties, transportation costs, delivery charges and all costs relative to the project requirements including installation, testing, commissioning and training.
2. The bidder shall assume all risks until the goods have been delivered at the site and accepted by PEZA-MISD.

**BIDDER’S UNDERTAKING**

I/We, the undersigned bidder, having examined the technical specifications, as applicable hereby OFFER to (supply/deliver/perform) the above described items.

I/we undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the technical documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of award.

Until formal contract/order confirmation is prepared and signed, this Bid is binding on us.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company Signature over Printed Name Date

Of Authorized Representative

Annex “I(a)“

**For Goods Offered From Abroad**

Name of Bidder RFQ No. : \_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Item | Description | Country of origin | Quantity | Unit price cif port of entry (specify port) or cip named place  (specify border point or place of destination) | Total cif or cip price per item  (col. 4 x 5) | Unit Price Delivered Duty Unpaid (DDU) | Unit price Delivered Duty Paid (DDP) | Total Price delivered DDP  (col 4 x 8) |
|  |  |  |  |  |  |  |  |  |

*[signature] [in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex “I(b)“,

**For Goods Offered From Within the Philippines**

Name of Bidder RFQ No. : \_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Item | Description | Country of origin | Quantity | Unit price exw per item | Transportation and Insurance and all other costs incidental to delivery, per item | Sales and other taxes payable if Contract is awarded, per item | Cost of Incidental Services, if applicable, per item | Total Price,  per unit  (col 5+6+7+8) | Total Price delivered Final Destination  (col 9) x (col 4) |
|  |  |  |  |  |  |  |  |  |  |

*[signature] [in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract Agreement Form**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ between *[name of PROCURING ENTITY]* of the Philippines(hereinafter called “the Entity”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;

(b) the Schedule of Requirements;

(c) the Technical Specifications;

(d) the General Conditions of Contract;

(e) the Special Conditions of Contract;

(f) the Performance Security; and

(g) the Entity’s Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

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

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

**TERMS AND CONDITIONS**

The official Request for Quotation must be duly signed by the bidder or the authorized representative. All entries must be typewritten.

The attached **Schedule of Requirements** and **Technical** **Specifications** shall be an integral part of the terms and conditions of the contract.

Bidders shall provide correct and accurate information required in this form including Technical Data Sheet or Brochure.

Price quotation/s must be valid for a period of 120 calendar days from the date of submission.

Price quotations, to be dominated in Philippine peso shall include all taxes, duties and/or levies payable.

Quotations exceeding the Approved Budget for the Contract shall be rejected.

Award of contract shall be made to the quotation which complies with the minimum technical specifications and other terms and conditions stated herein.

Offer may be accepted immediately or after some negotiations by PEZA Bids and Awards Committee.

Any alterations, erasures or overwriting shall be valid only if they are signed or initiated by you or any of your duly authorized representative/s.

The PEZA shall have the right to inspect and/or to test the goods and services to confirm their conformity to the technical specifications.

Liquidated damages equivalent to one tenth (1/10) of one percent (1%) of the value of the goods and services not delivered within the prescribed delivery period shall be imposed per day of delay. The PEZA Bac shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.

1. Select one and delete the other. Adopt the same instruction for similar terms throughout the document. [↑](#footnote-ref-1)