

PHILIPPINE BIDDING DOCUMENTS

Procurement of Maintenance Agreement/Contract for CISCO Wireless Network Equipment of the PEZA-HO and MEZ

(PEZA-HO-2022-10)

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.



Section I. Invitation to Bid

INVITATION TO BID FOR PROCUREMENT OF MAINTENANCE AGREEMENT/CONTRACT FOR CISCO WIRELESS NETWORK EQUIPMENT OF THE HO and MEZ (PEZA-HO-2022-10)

1. The **Philippine Economic Zone Authority** through the **Corporate Budget for the Year 2022** intends to apply the sum of **One Million Nine Hundred Thousand Pesos (₱1,900,000.00)** being the ABC to payments under the contract for the **Procurement of Maintenance Agreement/Contract for CISCO Wireless Network Equipment of the PEZA-HO and MEZ (PEZA-HO-2022-10)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Philippine Economic Zone Authority now invites bids for the above Procurement Project. Delivery of the Goods is required for 15 days upon issuance of Notice to Proceed. Bidders should have completed, within 5 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary “*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 Philippine Economic Zone Authority and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays, 9:00AM to 4:00PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **13 October 2022** from the given address and website(s) below www.peza.gov.ph 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 Thousand Pesos Only (₱5,000.00) The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

6. The Philippine Economic Zone Authority will hold a Pre-Bid Conference on **21 October 2022, 9:00 AM** at **8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City** and/or **through video conferencing or webcasting via Microsoft Teams**, which shall be open to prospective bidders.

Interested bidders shall inform the PEZA-BAC, through its Secretariat, by sending an email at **bacsec@peza.gov.ph**, of their intention to participate in the Pre-Bid Conference at least one (1) day prior to the date of the conference.

The Pre-Bid Conference will be conducted online to be able to observe social distancing.

7. Hard copies and soft copies of bids (1 original, 1 copy and a soft copy in USB) must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **02 November 09:00 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 **02 November 2022, 10:00 AM** at the **8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City** and through video conferencing or webcasting via Microsoft Teams to observe social distancing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Activity	Schedule
Posting of Invitation to Bid	13 October 2022
Issuance and Availability of Bid Documents	13 Oct 2022 – 02 Nov 2022
Pre-Bid Conference	21 Oct 2022, 9:00 AM
Deadline for Submission of bids	02 Nov 2022, 9:00 AM
Opening of Bids	02 Nov 2022, 10:00 AM

10. The Philippine Economic Zone Authority reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

*Philippine Economic Zone Authority
Bids and Awards Committee (BAC) Secretariat
8th Floor, Double Dragon Center West Bldg., DD Meridian Park, Macapagal Avenue
Pasay City
Email: bacsec@peza.gov.ph
Tel. No. 8551-3451 local 200
www.peza.gov.ph*

12. You may visit the following websites: For downloading of Bidding Documents: <http://www.peza.gov.ph/bid-opportunities>

13 Oct 2022

(Sgd.)

GM ANIDELLE JOY M. ALGUSO
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine Economic Zone Authority* wishes to receive Bids for the **Procurement of Maintenance Agreement/Contract for CISCO Wireless Network Equipment of the PEZA Head Office and Mactan Economic Zone (PEZA-HO-2022-10)**.

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 *CY 2022* in the amount of *₱1,900,000.00*

2.2. The source of funding is:

a. GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City and/or through videoconferencing/webcasting via Microsoft Teams 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 **Five (5) Years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, 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 the **BDS**.
- 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 the **BDS**.

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 Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until 120 days. 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 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 14 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

20.2. 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: a. Cisco Equipment b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Sub-contracting is not allowed
12	The price of the Goods shall be quoted 10th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City in accordance with INCOTERMS.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than ₱38,000.00 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 ₱95,000.00 if bid security is in Surety Bond.
19.3	The Procurement of Maintenance Agreement/Contract for CISCO Wireless Network Equipment of the PEZA Head Office and Mactan Economic Zone (PEZA-HO-2022-10) will be awarded by one lot amounting to ₱1,900,000.00
21.2	Latest income and business tax returns [BIR Form 1701Q & 1701; BIR Form 2550M & 2550Q within the last six months preceding the date of bid submission] filed through eFPS.

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 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 VII (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>“The delivery terms applicable to the Contract are DDP delivered 10th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City in accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are DDP delivered 10th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City 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 Management Information Systems Department (MISD)</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none">a) furnishing of tools required for assembly and/or maintenance of the supplied Goods;b) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<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>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Maintenance Contract for CISCO Network Equipment (HO & MEZ)	1	Lot	15 Days upon receipt of NTP

Section VII. Technical Specifications

Terms of Reference for Network Equipment Maintenance Agreement

LOT 1: Network Equipment Maintenance Agreement for PEZA Head Office and MEZ

Summary

<u>DESCRIPTION OF SUPPORT SERVICES</u>		<u>ENTITLEMENT</u>
Coverage Period		THREE (3) years for Network Switches; until April 30, 2024 for Access Points; and until April 30, 2023 for 2504 Wireless Controller. Please see equipment list for LDOS details.
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 and updates (Until software release available)

1. General Obligations of the Service Provider Relating to the Services

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 means of Transportation
- Hardware Parts Replacement: Shall be provided upon availability of COMPANY's common spares
- Coverage window (support): 8 hours a day x 5 days 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:

- a) The Service Provider will provide telephone support for problem isolation.
- b) 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.
- c) 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 maintenance program on the Hardware Components at the following site:

- a) **Philippine Economic Zone Authority (Head Office)**
MISD, 10th Floor, Double Dragon Center West, DD Meridian Park, Macapagal Avenue, Pasay City, Metro Manila.
- b) **Mactan Economic Zone (MEZ)**
MEZ Admin Building (Gate 3), MEZ 1, Brgy Ibo, Lapu-Lapu City, 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:

- a) General check-up of the equipment or hardware covered under this Agreement;

- b) General check-up on any program or software used in the operation of any equipment or hardware provided by the Service Provider;
- c) Conduct a complete diagnostic routine within the system;
- d) 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;
- e) 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, the Company 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

The Service Provider shall provide, without additional charge, software maintenance updates as deemed necessary to ensure continuous infrastructure availability of the Hardware Components.

- a) Minor release: for example, 12.3 or 12.3M moving to 12.4 or 12.4M, respectively;
- b) 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:



- a) 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).
- b) 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;
- c) 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.
- d) 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

- a) Must be a Gold / Premiere Partner of Cisco Systems Inc. This must be supported by a Certification from the manufacturer to be submitted to the Chairperson, Bids and Awards Committee.
- b) Must have Cisco Certified Engineers who are regular and locally based employees.

Certification breakdown is as follows:

- 1) Cisco Certified Internet work Expert (CCIE)
- 2) Cisco Certified Network Professional (CCNP)
- 3) Cisco Certified Network Associates (CCNA)

- c) Must be a Cisco system integrator in the Philippines.

10. Coverage Period

Contract will start 15 days upon issuance of Notice to Proceed and valid THREE (3) years for Network Switches; until April 30, 2024 for Access Points; and until April 30, 2023 for 2504 Wireless Controller.

11. Hardware Components List

No	Part Number	Description	LDOS	Serial	Qty
1	AIR-CAP2702I-A-K9	^802.11ac CAP w/CleanAir; 3x4:3SS; Int Ant; A Reg Domain	04-30-2024	FCW1929J62D	1
	SWAP2700-CMB-A1-K9	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW			1
2	AIR-CAP2702I-A-K9	^802.11ac CAP w/CleanAir; 3x4:3SS; Int Ant; A Reg Domain	04-30-2024	FCW1929J63Q	1

	SWAP2700-CMB-A1-K9	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW			1
3	AIR-CAP2702I-A-K9	^802.11ac CAP w/CleanAir; 3x4:3SS; Int Ant; A Reg Domain	04-30-2024	FCW1929J644	1
	SWAP2700-CMB-A1-K9	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW			1
4	AIR-CAP2702I-A-K9	^802.11ac CAP w/CleanAir; 3x4:3SS; Int Ant; A Reg Domain	04-30-2024	FCW1929J623	1
	SWAP2700-CMB-A1-K9	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW			1
5	AIR-CT2504-25-K9Z	^2504 Wireless Controller in a bundle with 25 AP licenses	30-Apr-2023	PSZ19261RQM	1
6	AIR-AP2702I-UXZBLK	^BOM Level AP2700i Bulk PID for Universal domain	04-30-2024	FCW1938N6X4	1
7	AIR-AP2702I-UXZBLK	^BOM Level AP2700i Bulk PID for Universal domain	04-30-2024	FCW1938N6YY	1
8	WS-C3850-24P-S	^^Cisco Catalyst 3850 24 Port PoE IP Base	10-31-2025	FOC1935X1HY 1	1
	C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank	04-30-2027		1
	STACK-T1-50CM	50CM Type 1 Stacking Cable		MOC1936A55T	1
	PWR-C1-715WAC	715W AC Config 1 Power Supply	04-30-2027	LIT19360F2S	1
9	WS-C2960X-24TS-L	Catalyst 2960-X 24 GigE, 4 x 1G SFP, LAN Base 3	10-31-2027	FCW1949B1JA	1
10	WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	10-31-2027	FOC1950S3GD	1
11	WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	10-31-2027	FOC1950S3H8	1

12	WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	10-31-2027	FOC1950S3GS	1
13	GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM		FNS19332L4A	1
14	GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM		FNS19332L3X	1
15	GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM		FNS19332M5Y	1
16	GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM		FNS19332MAH	1
17	WS-C3850-48T-S	^Cisco Catalyst 3850 48 Port Data IP Base	10-31-2025	FOC1951X0K4	1
	PWR-C1-350WAC	350W AC Config 1 Power Supply	04-30-2027	ART1950F6PM	1
	C3850-NM-4-1G	Cisco Catalyst 3850 4 x 1GE Network Module	04-30-2027	FOC19463K61	1
18	WS-C3850-48T-S	^Cisco Catalyst 3850 48 Port Data IP Base	10-31-2025	FOC1951U0HW	1
	C3850-NM-4-1G	Cisco Catalyst 3850 4 x 1GE Network Module	04-30-2027	FOC194594U8	1
	PWR-C1-350WAC	350W AC Config 1 Power Supply	04-30-2027	ART1950F6PF	1
19	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID for Universal domain	4-30-2024	FCW1951NQ4T	1
20	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID for Universal domain	4-30-2024	FCW1951NQ67	1
21	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID for Universal domain	4-30-2024	FCW1951NQ5Y	1
22	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID for Universal domain	4-30-2024	FCW1951NPNS	1
23	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID	4-30-2024	FCW1951NPQ3	1

		<i>for</i> Universal domain			
24	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID <i>for</i> Universal domain	4-30-2024	FCW1951NPQ6	1
25	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID <i>for</i> Universal domain	4-30-2024	FCW1951NPQ8	
26	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID <i>for</i> Universal domain	4-30-2024	FCW1951NPHS	1
27	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID <i>for</i> Universal domain	4-30-2024	FCW1951NPXV	1
28	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID <i>for</i> Universal domain	4-30-2024	FCW1951NPXW	1
29	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID <i>for</i> Universal domain	4-30-2024	FCW1951NPG0	1
30	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID <i>for</i> Universal domain	4-30-2024	FCW1951NPQ2	1
31	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID <i>for</i> Universal domain	4-30-2024	FCW1951NPP8 1	1
32	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID <i>for</i> Universal domain	4-30-2024	FCW1951NPQG	1
33	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID <i>for</i> Universal domain	4-30-2024	FCW1951NPQH	1
34	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID <i>for</i> Universal domain	4-30-2024	FCW1951NPNT	1
35	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID <i>for</i> Universal domain	4-30-2024	FCW1951NPQ4	1
36	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID <i>for</i> Universal domain	4-30-2024	FCW1951NPXX	1
37	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID	4-30-2024	FCW1951NPY2	1

		for Universal domain			
38	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID for Universal domain	4-30-2024	FCW1951NPHN	1
39	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID for Universal domain	4-30-2024	FCW1951NQ4H	1
40	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID for Universal domain	4-30-2024	FCW1951NQ4W	1
41	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID for Universal domain	4-30-2024	FCW1951NQ6B	1
42	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID for Universal domain	4-30-2024	FCW1951NQ6B	1
43	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID for Universal domain	4-30-2024	FCW1951NPG6	1
44	AIR -AP2702I - UXZBLK	^BOM Level AP2700i Bulk PID for Universal domain	4-30-2024	FCH1947V04Q	1
	AIR-MR-1X081RU-A	8GB DDR4-2133-MHz RDIMM/PC4-17000/single rank/x4/1.2v		ST53A10540415F1200	1
	LIC-CT5520-50A	Cisco 5520 Wireless Controller 50 AP License			1
	AIR-MR-1X081RU-A	8GB DDR4-2133-MHz RDIMM/PC4-17000/single rank/x4/1.2v		ST53A10540415F1260	1
	AIR-SD-32G-S	32GB SD Card for UCS servers		BM5343D05U00244	1
	AIR-MR-1X081RU-A	8GB DDR4-2133-MHz RDIMM/PC4-17000/single rank/x4/1.2v		ST53A10540415F12A2	1
	AIR-CPU-E52609D	1.90 GHz E5-2609 v3/85W 6C/15MB Cache/DDR4 1600MHz		2L422349A0613	1
	AIR-MR-1X081RU-A	8GB DDR4-2133-MHz RDIMM/PC4-		ST53A10540415F12E0	1

		17000/single rank/x4/1.2v			
	AIR-TPM2-001	Trusted Platform Module 1.2 for UCS (SPI-based)		FCH195077RY	1
	AIR-CT6870-NIC-K9	PCIe Network Interface 20G		50G1539GB000288	1
	AIR-PSU1-770W	770W AC Hot-Plug Power Supply for 5520 Controller		LIT194110B0	1
45	AIR-CAP2702I-A-K9	^802.11ac CAP w/CleanAir; 3x4:3SS; Int Ant; A Reg Domain	04-30-2024	FCW1917NPSY	1
	SWAP2700-CMB-A1-K9	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW			1
46	AIR-AP2702I-UXX9	^802.11ac AP w/CleanAir; 3x4:3SS; Mod; Int Ant; Universal	04-30-2024	FCW2020N40D	1
47	AIR-AP2702I-UXX9	^802.11ac AP w/CleanAir; 3x4:3SS; Mod; Int Ant; Universal	04-30-2024	FCW2023NFZ8	1



Technical Specifications

Item	Specification	Statement of Compliance
1	General Obligations of the Service Provider Relating to the Services	<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>
2	Maintenance Services	
3	Software Maintenance	
4	Responsibilities of the Company	
5	Replacement/Repair Policy	
6	Reporting	
7	Service Provider’s Personnel	
8	List of Hardware Components	
9	Bidder’s Qualification	
10	Coverage Period	
11	Hardware Components	



Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

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 IRR;**

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, 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 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” Documents

- (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.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) *[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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Note: All Forms/template (e.g. OSS, BSD, Bid Form, etc) are downloadable from GPPB website: <https://www.gppb.gov.ph/downloadables.php#Forms>

