

PHILIPPINE BIDDING DOCUMENTS

Purchase of Voice over Internet Protocol (VoIP) Telephone System with SIM Gateway (Ref.: G-2025-Telephone-03)

SMALL BUSINESS CORPORATION

**17TH and 18thFloors
139 Corporate Center
139 Valero St., Salcedo Village
Makati City**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	8
1. Scope of Bid	8
2. Funding Information.....	8
3. Bidding Requirements	8
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	8
5. Eligible Bidders.....	8
6. Origin of Goods	9
7. Subcontracts	9
8. Pre-Bid Conference	9
9. Clarification and Amendment of Bidding Documents	9
10. Documents comprising the Bid: Eligibility and Technical Components	10
11. Documents comprising the Bid: Financial Component	10
12. Bid Prices	10
13. Bid and Payment Currencies	11
14. Bid Security	11
15. Sealing and Marking of Bids	11
16. Deadline for Submission of Bids	12
17. Opening and Preliminary Examination of Bids	12
18. Domestic Preference	12
19. Detailed Evaluation and Comparison of Bids	12
20. Post-Qualification	13
21. Signing of the Contract	13
Section III. Bid Data Sheet	14
Section IV. General Conditions of Contract.....	15
1. Scope of Contract	15
2. Advance Payment and Terms of Payment	15
3. Performance Security	15
4. Inspection and Tests	15
5. Warranty	16
6. Liability of the Supplier	16
Section V. Special Conditions of Contract	17
Section VI. Schedule of Requirements	20
Section VII. Technical Specifications	21
Section VIII. Checklist of Technical and Financial Documents	28
Section IX. Forms	30
1. Bid Form for the Procurement of Services	31
2. Bid Securing Declaration Form	33
3. Omnibus Sworn Statement (Revised)	34
4. List of Ongoing Government and Private Contracts.....	36
5. Single Largest Completed Contract(SLCC).....	37
6. Net Financial Contracting Capacity(NFCC).....	38
7. Price Schedule.....	39
Section X. Terms of Reference.....	40

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 PURCHASE OF VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM WITH SIM GATEWAY (G-2025-Telephone-03)

1. The ***Small Business Corporation (SB Corp)***, through the ***Corporate Operating Budget for 2025***, intends to apply the sum of ***Pesos: One Million Two Hundred Thousand (Php1,200,000.00)*** being the ABC to payments under the contract for the ***Purchase of Voice over Internet Protocol (VoIP) Telephone System with System Gateway*** (Ref.: ***G-2025-Telephone-03***). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***SB Corp*** now invites bids for the above Procurement Project. Delivery and installation of the Goods is required ***within sixty (60) calendar days upon receipt of Notice to Proceed***. Bidders should have completed ***within three (3) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary ***“pass/fail”*** criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. 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 ***SB Corp*** and inspect the Bidding Documents at the address given below during ***office hours from 9:00a.m. to 4:00 p.m.***
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***May 28 to June 16, 2025, 8:00 a.m to 2:00 p.m.*** from the given address and website below ***and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php1,200.00.*** The Procuring Entity shall allow the bidder to present the Official Receipt received from the ***Cashier of SB Corp*** as its proof of payment for the fees.
6. The ***SB Corp*** will hold a Pre-Bid Conference on ***June 5, 2025, 10:00 a.m. at the 18F Conference Room*** and/or through video conferencing ***via Zoom*** which shall be open to prospective bidders. Meeting link may be requested via email from the BAC Secretariat.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below *on or before June 17, 2025, 10:00 a.m.* 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 *June 17, 2025, 10:00 a.m.* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **SB Corp** 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:

The BAC Secretariat

Julieta S. Calimlim – BAC Secretariat Head
Anthony F. Sampayo, Jr. – BAC Secretariat Member
Jolina T. Parpan – BAC Secretariat Member
Email Address: bac@sbcorp.gov.ph

Small Business Corporation
17th & 18th Floors, 139 Corporate Center,
139 Valero St., Salcedo Village
Makati City
Telephone No. 53281100 to 10

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://sbcorp.gov.ph/bid-opportunities/>

May 27, 2025


ROWENA G. BETIA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, ***SB Corp***, wishes to receive Bids for the ***Purchase of Voice over Internet Protocol (VoIP) Telephone System with SIM Gateway***, with identification number **G-2025-Telephone-03**.

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

2. Funding Information

The funding source is the **Corporate Operating Budget for FY 2025**.

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 exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an **SLCC that is at least one (1) contract similar to the Project** the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. **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

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 and/or through videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB Clause 5.3** should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. 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.
- a. Payment of the contract price shall be made in *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 **September 17, 2025**. 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Delivery, Installation, Configuration and testing of VoIP Telephone System with SIM Gateway</i> b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Not Applicable</i>
12	The price of the Goods shall be quoted DDP <i>as stated in the attached TOR</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php24,000.00 [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php60,000.00 [five percent (5%) of ABC] if bid security is in Surety Bond.
15	Bidders are requested to submit two (2) hard copies of the first and second components of their Bid in sealed envelopes with their corresponding label i.e. original copy and copy 1 and should be placed in their respective main envelopes sealed and labeled accordingly.
19.3	<i>No further instruction</i>
20.2	<ul style="list-style-type: none"> a. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b. Platinum Certification from the Vendor of the product being offered, or Certificate of Authorized Distributorship or Dealership or its equivalent
21.2	<i>No further instruction</i>

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered at SB Corp Head Office, 17th and 18th Floors, 139 Corporate Center, 139 Valero St., Salcedo Village, Makati City 1227. 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 Ms. Julieta S. Calimlim.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, in any, specified in Section VI Schedule of Requirements:</p> <ol style="list-style-type: none"> a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. Furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. 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 e. Training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. Such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. In the event of termination of production of the spare parts:
 - i. Advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

Spare parts or components shall be supplied as promptly as possible, but in any case, within (as specified in the certificate of warranty) months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

- Name of the Procuring Entity
- Name of Supplier
- Contract Description
- Final Destination
- Gross Weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

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

Transportation –

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

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

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

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

Intellectual Property Rights –

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.

Section VII. Technical Specifications

Item	Specifications	Statement of Compliance
A.	Voice over Internet Protocol (VoIP) Telephone System with System Gateway	<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.]</i>
	<p>1 Unit VOIP APPLIANCE</p> <ul style="list-style-type: none"> ➤ It must have an Asterisk* version 16 ➤ The IP-PBX Must have a 6-core processor Main Processor ➤ RAM & Flash must have a minimum of 4GB RAM & 128GB Flash ➤ 3000 Max Users and 450 Concurrent Calls ➤ IP-PBX Feature must have a feature Up to 25 simultaneous video conference rooms, up to 300 simultaneous participants in all rooms combined, up to 9 video feeds in all conference rooms ➤ Network Interfaces must have a Three self-adaptive Gigabit ports (switched, routed or dual mode) with PoE+ ➤ Peripheral ports must have 1*USB 3.0, 1*SD card interface ➤ LCD Display must have a 128x32 dot matrix graphic LCD with DOWN and OK buttons ➤ Must have a built-in (8) FXO RJ11 Ports ➤ Must have a built-in (8) FXS RJ11 Ports ➤ Voice Codecs must have the following: <ul style="list-style-type: none"> • Opus, G.711 A-law/U-law • G.722 • G722.1 • G722.1C • G.723.1 5.3K/6.3K • G.726-32 • G.729A/B • iLBC • GSM; T.38 • H.264 • H.263 	

	<ul style="list-style-type: none"> • H263+ • VP8 <ul style="list-style-type: none"> ➤ Must support for Hot Standby High-Availability ➤ Must have a NAT traversal service for secure remote connections ➤ Shall not require License for on premise Setup, Firmware Upgrade, adding extensions and other non-integrated feature. ➤ Shall have an API available feature for Third-platform and application integration ➤ Must have a DTMF Methods (In-band audio, RFC2833, and SIP INFO) ➤ Must have a customizable Auto attendant Up to 5 layers of IVR (Interactive Voice Response) ➤ Must have a User-Friendly Web-UI ➤ Must have a softphone for Phone (Android/IOS) and Desktop (Windows 10+, Mac OS 10+) ➤ Physical Dimension must be at least 485mm(L) x 187.2mm(W) x 46.2mm(H) ➤ Unit Weight must be at least 2550g and Package Weight must be at least 3320g ➤ Must have 2x DC 12V Power Jack for Redundancy ➤ Must have compliance below: <ul style="list-style-type: none"> • FCC: Part 15 (CFR 47) Class B, Part • CE: EN 55032, EN 55035, EN 61000-3-2, EN 61000-3-3, EN 62368-1, ETSI ES 203 021, ITU-T K.21 • IC: ICES-003, CS-03 Part I Issue 9 • RCM: AS/NZS CISPR 32, AS/NZS 62368.1, AS/CA S002, AS/CA S003.1/2 • Power adapter: UL 60950-1 or UL 62368-1 ➤ Must be capable of Operating: 32 - 113°F / 0 ~ 45°C, Humidity 10 - 90% (non-condensing) Storage: 14 - 140°F / -10 ~ 60°C, Humidity 10 - 90% (non-condensing) ➤ MUST BE COMPATIBLE WITH OUR EXISTING GRANDSTREAM UCM6108 	
	<p>1 Unit Operator Phone</p> <ul style="list-style-type: none"> ➤ Operator phone must have at least 10 Lines with up to 5 SIP Accounts ➤ Must be Support for G.729A/B, G.711μ/a-law, G.726, G.722(wide band), G723, iLBC, OPUS, in-band and out-of-band DTMF (in audio, RFC2833, SIP INFO), VAD, CNG, AEC, PLC, AJP, and AGC. 	

	<ul style="list-style-type: none"> ➤ Dual switched autosensing 10/100/1000 Mbps Gigabit Ethernet ports with integrated PoE ➤ Must have a Built-in Bluetooth ➤ Must have Integrated dual-band Wi-Fi (2.4GHz & 5GHz) ➤ Must be Built-in PoE/PoE+ for power and network connections ➤ Operator phone must have a Dual-mic HD speakerphone ➤ Must have this feature of Hold, transfer, forward, call park, call pickup, downloadable phonebook (XML, LDAP, up to 2000 items), call waiting, call log (up to 2000 records), XML customization of screen, off-hook auto dial, auto answer, click-to-dial, flexible dial plan, hot-desking, personalized music ringtones and music on hold. ➤ Must have 4.3-inch (480x272) TFT color LCD ➤ Must have Peripherals include HD handset and speakerphone with support for wideband audio ➤ Capable at least 3-way audio conferencing ➤ Must be compatible with an extension module with busy lamp field (BLF) keys. ➤ Must be capable of: <ul style="list-style-type: none"> • Operation: 0°C to 40°C • Storage: -10°C to 60°C • Humidity: 10% to 90% non-condensing 	
	<p>2 Units Extension Module for Operator</p> <ul style="list-style-type: none"> ➤ Must be compatible with the Operator phone specifically ➤ Must have at least 4.3-inch (272x480) TFT color LCD ➤ Must have at least 20 per page (each module contains 2 pages, for up to 40 lines per module) ➤ Can be Combine up 4 daisy-chained modules for 160 contacts/extensions ➤ Must have a feature for (BLF, call park /pick-up, speed-dial, presence, intercom, voice conferencing transfer/forward and more) ➤ Must be capable of: <ul style="list-style-type: none"> • Operation: 0°C to 40°C • Storage: -10°C to 60°C 	

	<ul style="list-style-type: none"> • Humidity: 10% to 90% non-condensing 	
	<p>73 Units Basic IP Phones</p> <ul style="list-style-type: none"> ➤ Must have at least 2 lines with up to 2 SIP accounts ➤ Must have a Dual switched auto-negotiation 10/100 Mbps Ethernet ports, integrated PoE ➤ Must have: <ul style="list-style-type: none"> • 4 XML programmable context sensitive soft keys, • 5 (navigation, menu) keys, • 8 dedicated function keys for: MESSAGE (with LED indicator), • TRANSFER, HEADSET, MUTE, SEND/REDIAL, SPEAKERPHONE, VOL+, VOL ➤ Must have a feature of Hold, transfer, forward, 5-way conference, call park, call pickup, downloadable phonebook (XML, LDAP, up to 2000 items), call waiting, call log (up to 800 records), off-hook auto dial, auto answer, click-to-dial, flexible dial plan, hot-desking, personalized music ringtones and music on hold, ➤ Must have a port RJ9 headset jack (allowing EHS with Plantronics & Jabra & Sennheiser headsets) ➤ Must be compliant with: <ul style="list-style-type: none"> • FCC: Part 15 Class B; FCC Part 68 HAC; CE: EN 55032; EN 55035; EN 61000-3-2; EN 61000-3-3; EN 62368-1; RCM: AS/NZS CISPR32; AS/NZS 62368.1; AS/CA S004; IC: ICES-003; CS-03; ➤ Must be capable of: <ul style="list-style-type: none"> • Operation: 0°C to 40°C • Storage: -10°C to 60°C • Humidity: 10% to 90% non-condensing 	
	<p>20 Units Executive IP Phone</p> <ul style="list-style-type: none"> ➤ Must have Dual switched auto-sensing 10/100 Mbps Ethernet ports with integrated PoE GRP2612W ➤ Must have Integrated dual-band Wi-Fi 802.11 a/b/g/n/ac (2.4Ghz & 5Ghz) ➤ Must be 2.4-inch (320x240) TFT color LCD ➤ Must have this feature key: ➤ 4-line keys with up to 4 SIP accounts, 	

- 4 XML programmable context sensitive softkeys,
- 5 navigation/menu keys,
- 9 dedicated function keys for: MESSAGE (with LED indicator), TRANSFER, HOLD, HEADSET, MUTE, SEND/REDIAL, SPEAKERPHONE, VOL+, VOL

- Must have this port RJ9 headset jack (allowing EHS with Plantronics headsets)

- Must Support the following:
- G7.29A/B, G.711 μ /a-law, G.726, G.722(wide-band), G723, iLBC, OPUS, in-band and out-of-band DTMF (in audio, RFC2833, SIP INFO), VAD, CNG, AEC, PLC, AJB, AGC

- Must have a telephony Feature:
 - Hold, transfer, forward,
 - 5-way conference,
 - call park,
 - call pickup,
 - shared-call appearance (SCA)/bridged-line-appearance (BLA),
 - downloadable phonebook (XML, LDAP, up to 1000 items),
 - call waiting,
 - call log (up to 1000 records),
 - XML customization of screen,
 - off-hook auto dial,
 - auto answer,
 - click-to-dial,
 - flexible dial plan,
 - hot-desking,
 - personalized music ringtones and music on hold

- Must have HD handset and speakerphone with support for wideband audio
- Must be Dimension:
 - 203mm x 193mm x 52.1mm;
 - Unit weight: 554g;
 - Package weight: 936g

- Must be compliant with:
 - FCC: Part 15 Class B; Part 15 Subpart C, 15.247; Part 15 Subpart E, 15.407; FCC Part 68 HAC. CE: EN 55032; EN 55035; EN IEC 61000-3-2; EN 61000-

	<p>3-3; EN IEC 62368-1; EN 301 489-1; EN 301 489-17; EN 300 328; EN 301 893; EN 62311. RCM: AS/NZS CISPR 32; AS/NZS 62368.1; AS/NZS 4268; AS/NZS 2772.2; AS/CA S004. IC: ICES-003; CS-03, Part V; RSS-247; RSS-102.</p> <ul style="list-style-type: none"> ➤ Must be capable of: <ul style="list-style-type: none"> • Operation: 0°C to 40°C • Storage: -10°C to 60°C • Humidity: 10% to 90% non-condensing 	
	<p>1 Unit Analog (FXO) Gateway</p> <ul style="list-style-type: none"> ➤ Must have a telephone interface: 8 RJ11 FXO ports/1 RJ11 FXS ➤ Must have a network interface: <ul style="list-style-type: none"> • Two 10/100/1000Mbps RJ45 ports, • one with 802.3af PoE-PD support Note: Up to 1000Mbps in Bridge mode, • up to 100Mbps in NAT mode ➤ Must have telephone features: <ul style="list-style-type: none"> • Caller ID display or block, • Call waiting, • flash, • blind or attended transfer, • forward, • hold, • do not disturb, • 3-way conference ➤ Must have Network protocols: TCP/IP/UDP, RTP/RTCP (RFC1889, 1890), HTTP/HTTPS, ARP/RARP, ICMP, DNS, DHCP, NTP, TFTP, SSH, Telnet, STUN (RFC3489, 5389), SIP (RFC3261), SIP over TCP/TLS, SRTP, SNMP, TR-069, IMS/3GPP, IPoE ➤ Must have a provisioning protocol: HTTP, HTTPS, TFTP, SSH, TR-069, secure and automated provisioning using AES encryption, syslog ➤ Must have management: Syslog support, Telnet, SSH, Remote management using web browser ➤ Must have a Universal power supply POE Input: 4 8 V / 0.5 A DC Input: 12V/1A 	

	<ul style="list-style-type: none"> ➤ Must have dimension and weight: <ul style="list-style-type: none"> • 190mm x 100mm x 28mm (L x W x D) Weight: 0.46KG ➤ Must be compliant with FCC/CE/RCM/IC/UKCA ➤ Must be capable of Operational: 32° – 104°F Storage: 14° – 140°F Humidity: 10 – 90% non-condensing 	
	<p>1 Unit SIM Channel</p> <ul style="list-style-type: none"> ➤ SIP (must be compatible with existing GrandStream UCM6108) ➤ 32-port GSM channels ➤ Quad-band 850/900/1800/1900 MHz, G.711.G.723.1.G.729A, support 723+729 both IMEI 	
	<p>***Nothing Follows***</p>	

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.

Section IX. Forms

Bid Form for the Procurement of Services
[shall be submitted with the Bid]

BID FORM

Date: _____

Project Identification NO:

*To: Small Business Corporation
17F-19F 139 Corporate Center
139 Valero St., Salcedo Village
Makati City*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.:** _____

To: Small Business Corporation
17F-19F 139 Corporate Center
139 Valero St., Salcedo Village
Makati City

I/We, 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 procurement 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 No. 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; and
 - 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 OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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];

2. *[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)];

3. [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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] 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;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

**STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT
(SLCC) SIMILAR TO THE CONTRACT TO BE BID**

Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Business Name : _____

Business Address : _____

Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Completed Contract

Note: This statement shall be supported with:

1. Certificate of End-users Acceptance or Official Receipt/s or Sales Invoice.

Submitted by : _____
 (Printed Name and Signature)
 Designation : _____
 Date : _____

THE PROSPECTIVE BIDDER'S COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

Project Identification No. _____
Philgeps Reference No. _____

Eligibility Form

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Please show computation)**

This is to certify that our Net Financial Contracting Capacity (NFCC) is Philippine Pesos _____ (P _____) which is at least equal to the total ceiling price of the services we are bidding. The amount is computed as follows:

$$\text{NFCC} = (\text{CA} - \text{CL}) (15) - \text{C}$$

Where:

- CA = Current Assets
- CL = Current Liabilities
- C = value of all outstanding or uncompleted portions of contracts/projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

Issued this _____ day of _____, 20__

(Company Authorized Representative)

NAME :
DESIGNATION :

PRICE SCHEDULE(S)

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation 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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Section X. Terms of Reference

SMALL BUSINESS CORPORATION

TERMS OF REFERENCE

PURCHASE OF VOICE OVER INTERNET PROTOCOL (VoIP) TELEPHONE SYSTEM WITH SIM GATEWAY

I. OBJECTIVE

This project aims to replace the existing 20-year-old telephone system which was recently damaged by a water leak and to provide access to mobile phones. This upgrade will not only restore communication capabilities but also provide numerous operational and cost-saving benefits including seamless communication with external clients.

II. SCOPE OF WORK

Delivery, installation, configuration and deployment of VoIP appliance and phones at SB Corp Head Office, including training for administrators and regular users on system usage.

III. TECHNICAL SPECIFICATIONS

1	unit	VOIP APPLIANCE
		It must have an Asterisk* version 16
		The IP-PBX Must have a 6-core processor Main Processor
		RAM & Flash must have a minimum of 4GB RAM & 128GB Flash
		3000 Max Users and 450 Concurrent Calls
		IP-PBX Feature must have a feature Up to 25 simultaneous video conference rooms, up to 300 simultaneous participants in all rooms combined, up to 9 video feeds in all conference rooms
		Network Interfaces must have a Three self-adaptive Gigabit ports (switched, routed or dual mode) with PoE+
		Peripheral ports must have 1*USB 3.0, 1*SD card interface
		LCD Display must have a 128x32 dot matrix graphic LCD with DOWN and OK buttons
		Must have a built-in (8) FXO RJ11 Ports
		Must have a built-in (8) FXS RJ11 Ports
		Voice Codecs must have the following: <ul style="list-style-type: none">• Opus, G.711 A-law/U-law• G.722• G722.1• G722.1C• G.723.1 5.3K/6.3K• G.726-32• G.729A/B• iLBC• GSM; T.38

		Video Codecs must have the following: <ul style="list-style-type: none"> • H.264 • H.263 • H263+ • VP8
		Must support for Hot Standby High-Availability
		Must have a NAT traversal service for secure remote connections
		Shall not require License for on premise Setup, Firmware Upgrade, adding extensions and other non-integrated feature.
		Shall have an API available feature for Third-platform and application integration
		Must have a DTMF Methods (In-band audio, RFC2833, and SIP INFO)
		Must have a customizable Auto attendant Up to 5 layers of IVR (Interactive Voice Response)
		Must have a User-Friendly Web-UI
		Must have a softphone for Phone (Android/IOS) and Desktop (Windows 10+, Mac OS 10+)
		Physical Dimension must be at least 485mm(L) x 187.2mm(W) x 46.2mm(H)
		Unit Weight must be at least 2550g and Package Weight must be at least 3320g
		Must have 2x DC 12V Power Jack for Redundancy
		Must have compliance below: <ul style="list-style-type: none"> • FCC: Part 15 (CFR 47) Class B, Part 68 • CE: EN 55032, EN 55035, EN 61000-3-2, EN 61000-3-3, EN 62368-1, ETSI ES 203 021, ITU-T K.21 • IC: ICES-003, CS-03 Part I Issue 9 • RCM: AS/NZS CISPR 32, AS/NZS 62368.1, AS/CA S002, AS/CA S003.1/.2 • Power adapter: UL 60950-1 or UL 62368-1
		Must be capable of Operating: 32 - 113°F / 0 ~ 45°C, Humidity 10 - 90% (non-condensing) Storage: 14 - 140°F / -10 ~ 60°C, Humidity 10 - 90% (non-condensing)
		MUST BE COMPATIBLE WITH OUR EXISTING GRANDSTREAM UCM6108
1	unit	Operator Phone
		Operator phone must have at least 10 Lines with up to 5 SIP Accounts
		Must be Support for G.729A/B, G.711μ/a-law, G.726, G.722(wide band), G723, iLBC, OPUS, in-band and out-of-band DTMF (in audio, RFC2833, SIP INFO), VAD, CNG, AEC, PLC, AJB, and AGC.

		Dual switched autosensing 10/100/1000 Mbps Gigabit Ethernet ports with integrated PoE
		Must have a Built-in Bluetooth
		Must have Integrated dual-band Wi-Fi (2.4GHz & 5GHz)
		Must be Built-in PoE/PoE+ for power and network connections
		Operator phone must have a Dual-mic HD speakerphone
		Must have this feature of Hold, transfer, forward, call park, call pickup, downloadable phonebook (XML, LDAP, up to 2000 items), call waiting, call log (up to 2000 records), XML customization of screen, off-hook auto dial, auto answer, click-to-dial, flexible dial plan, hot-desking, personalized music ringtones and music on hold.
		Must have 4.3-inch (480x272) TFT color LCD
		Must have Peripherals include HD handset and speakerphone with support for wideband audio
		Capable at least 3-way audio conferencing
		Must be compatible with an extension module with busy lamp field (BLF) keys.
		Must be capable of, <ul style="list-style-type: none"> • Operation: 0°C to 40°C • Storage: -10°C to 60°C • Humidity: 10% to 90% non-condensing
2	units	Extension Module for Operator
		Must be compatible with the Operator phone specifically
		Must have at least 4.3-inch (272x480) TFT color LCD
		Must have at least 20 per page (each module contains 2 pages, for up to 40 lines per module)
		Can be Combine up 4 daisy-chained modules for 160 contacts/extensions
		Must have a feature for (BLF, call park /pick-up, speed-dial, presence, intercom, voice conferencing transfer/forward and more)
		Must be capable of, <ul style="list-style-type: none"> • Operation: 0°C to 40°C • Storage: -10°C to 60°C • Humidity: 10% to 90% non-condensing

73	units	Basic IP Phones
		Must have at least 2 lines with up to 2 SIP accounts
		Must have a Dual switched auto-negotiation 10/100 Mbps Ethernet ports, integrated PoE
		Must have, <ul style="list-style-type: none"> • 4 XML programmable context sensitive soft keys, • 5 (navigation, menu) keys, • 8 dedicated function keys for: MESSAGE (with LED indicator), • TRANSFER, HEADSET, MUTE, SEND/REDIAL, SPEAKERPHONE, VOL+, VOL
		Must have a feature of Hold, transfer, forward, 5-way conference, call park, call pickup, downloadable phonebook (XML, LDAP, up to 2000 items), call waiting, call log (up to 800 records), off-hook auto dial, auto answer, click-to-dial, flexible dial plan, hot-desking, personalized music ringtones and music on hold,
		Must have a port RJ9 headset jack (allowing EHS with Plantronics & Jabra & Sennheiser headsets)
		Must be compliant with: FCC: Part 15 Class B; FCC Part 68 HAC; CE: EN 55032; EN 55035; EN 61000-3-2; EN 61000-3-3; EN 62368-1; RCM: AS/NZS CISPR32; AS/NZS 62368.1; AS/CA S004; IC: ICES-003; CS-03;
		Must be capable of, <ul style="list-style-type: none"> • Operation: 0°C to 40°C • Storage: -10°C to 60°C • Humidity: 10% to 90% non-condensing
20	units	Executive IP Phone
		Must have Dual switched auto-sensing 10/100 Mbps Ethernet ports with integrated PoE GRP2612W
		Must have Integrated dual-band Wi-Fi 802.11 a/b/g/n/ac (2.4Ghz & 5Ghz)
		Must be 2.4-inch (320x240) TFT color LCD
		Must have this feature key: <ul style="list-style-type: none"> • 4-line keys with up to 4 SIP accounts, • 4 XML programmable context sensitive softkeys, • 5 navigation/menu keys, • 9 dedicated function keys for: MESSAGE (with LED indicator), TRANSFER, HOLD, HEADSET, MUTE, SEND/REDIAL, SPEAKERPHONE, VOL+, VOL
		Must have this port RJ9 headset jack (allowing EHS with Plantronics headsets)
		Must Support the following: G7.29A/B, G.711μ/a-law, G.726, G.722(wide-band), G723, iLBC, OPUS, in-band and out-of-band DTMF (in audio, RFC2833, SIP INFO), VAD, CNG, AEC, PLC, AJB, AGC

		<p>Must have a telephony Feature:</p> <ul style="list-style-type: none"> • Hold, transfer, forward, • 5-way conference, • call park, • call pickup, • shared-call appearance (SCA)/bridged-line-appearance (BLA), • downloadable phonebook (XML, LDAP, up to 1000 items), • call waiting, • call log (up to 1000 records), • XML customization of screen, • off-hook auto dial, • auto answer, • click-to-dial, • flexible dial plan, • hot-desking, • personalized music ringtones and music on hold
		Must have HD handset and speakerphone with support for wideband audio
		<p>Must be Dimension: 203mm x 193mm x 52.1mm; Unit weight: 554g; Package weight: 936g</p>
		<p>Must be compliant with:</p> <p>FCC: Part 15 Class B; Part 15 Subpart C, 15.247; Part 15 Subpart E, 15.407; FCC Part 68 HAC. CE: EN 55032; EN 55035; EN IEC 61000-3-2; EN 61000-3-3; EN IEC 62368-1; EN 301 489-1; EN 301 489-17; EN 300 328; EN 301 893; EN 62311. RCM: AS/NZS CISPR 32; AS/NZS 62368.1; AS/NZS 4268; AS/NZS 2772.2; AS/CA S004. IC: ICES-003; CS-03, Part V; RSS-247; RSS-102.</p>
		<p>Must be capable of:</p> <ul style="list-style-type: none"> • Operation: 0°C to 40°C • Storage: -10°C to 60°C • Humidity: 10% to 90% non-condensing
1	unit	Analog (FXO) Gateway
		Must have a telephone interface: 8 RJ11 FXO ports/1 RJ11 FXS
		<p>Must have a network interface:</p> <ul style="list-style-type: none"> • Two 10/100/1000Mbps RJ45 ports, • one with 802.3af PoE-PD support Note: Up to 1000Mbps in Bridge mode, • up to 100Mbps in NAT mode

		<p>Must have telephone features:</p> <ul style="list-style-type: none"> • Caller ID display or block, • Call waiting, • flash, • blind or attended transfer, • forward, • hold, • do not disturb, • 3-way conference
		<p>Must have Network protocols: TCP/IP/UDP, RTP/RTCP (RFC1889, 1890), HTTP/HTTPS, ARP/RARP, ICMP, DNS, DHCP, NTP, TFTP, SSH, Telnet, STUN (RFC3489, 5389), SIP (RFC3261), SIP over TCP/TLS, SRTP, SNMP, TR-069, IMS/3GPP, IPoE</p>
		<p>Must have a provisioning protocol: HTTP, HTTPS, TFTP, SSH, TR-069, secure and automated provisioning using AES encryption, syslog</p>
		<p>Must have management: Syslog support, Telnet, SSH, Remote management using web browser</p>
		<p>Must have a Universal power supply POE Input: 4 8 V / 0.5 A DC Input: 12V/1A</p>
		<p>Must have dimension and weight: 190mm x 100mm x 28mm (L x W x D) Weight: 0.46KG</p>
		<p>Must be compliant with FCC/CE/RCM/IC/UKCA</p>
		<p>Must be capable of Operational: 32° – 104°F Storage: 14° – 140°F Humidity: 10 – 90% non-condensing</p>
1	Unit	SM Channel
		<p>SIP (must be compatible with existing GrandStream UCM6108)</p>
		<p>32-port GSM channels</p>
		<p>Quad-band 850/900/1800/1900 MHz, G.711.G.723.1.G.729A, support 723+729 both IMEI</p>

IV. PROJECT COST

The Approved Budget for the Contract (ABC) is **One Million Two Hundred Thousand Pesos (Php1,200,000.00)**, inclusive of applicable taxes. The budget will be taken from HRASG's approved 2025 budget.

V. IMPLEMENTATION

The project must be implemented by the installation/activation of the VOIP appliance and VOIP phones within sixty (60) calendar days upon receipt of the Notice to Proceed (NTP).

VI. CRITERIA OF EVALUATION

The qualified and responsive bidder/s must comply with the technical specifications stated in Item No. III and the bid price must not exceed the approved budget for the contract (ABC).

VII. ELIGIBILITY REQUIREMENTS

Supplier-Bidder must be an Authorized Partner (or equivalent), and authorized Reseller/Value-Added Reseller of the brand it is offering. Supplier-Bidder must submit supporting documents such as Certification from the original manufacturer/distributor.

Supplier-Bidder must have at least two (2) active and currently employed support engineers duly certified by the original manufacturer/distributor. Supplier-Bidder must submit supporting documents such as Certificate issued to respective engineers.

Supplier-Bidder must have a physical office or offices in the Philippines. Supplier-Bidder must submit supporting documents such as a valid business permit from the Local Government Unit (LGU) where its office is located.

