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Bids and Awards Committee

Republic of the Philippines

Professional Regulation Commission
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Tel. No.: 310-0037/310-4045
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BID BULLETIN NO. 1 September 16, 2019

PROJECT: PROCUREMENT OF THE SUPPLY.

PROCUREMENT OF THE SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING OF NETWORK EQUIPMENT AND STRUCTURED CABLING SYSTEM (NETWORK INFRASTRUCTURE REHABILITATION) WITH TOTAL APPROVED BUDGET FOR THE CONTRACT OF THIRTEEN MILLION PESOS (Php13,000,000.00)

Please be advised of the following modification/amendment to the Bidding Documents.

Procurement for the Supply, Delivery, Installation, Testing, and Commissioning of Network Equipment and Structured Cabling System (Network Infrastructure Rehabilitation) – ITB No. 2019-20

1. Section IV. General Conditions of the Contract shall now read as follow:

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once thep amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

23. Termination for Default

- 23.1The Procuring Entity may rescind or terminate a Contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;
- 23.2 The Procuring Entity may terminate the contract when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- 23.3 The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.
- 23.4 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the

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Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.5 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

2. Section III. Bid Data Sheet shall now read as follows:

ITB Clause	
5.4	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1 a (ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. For this purpose, similar contracts shall refer to contracts for the Installation of Structured Cabling System.

3. Section VII. Technical Specifications shall now read as follows:

REQUIREMENTS OF THE SUPPLIER

By accepting the Terms of Reference (TOR), the Contractor/Supplier confirms that their company meets the following conditions:

- 2. Must have at least two (2) similar projects in supply, delivery, installation, testing, and commissioning of network equipment, structured cable system, server room design and construction, and database system development. This should be vouched by a Certificate of Completion from at least one (1) Government Agency in the Philippines.
- 8. Must have at least one (1) Licensed Electronics Engineer who is currently employed in the contractor's company, trained and certified in the design and installation of the cabling system.

III. DELIVERABLES

Supply, Delivery, Installation and Configuration of the following:

- 18. Intermediate Distribution Frame (IDF)
 - 12V
 - Can support UPS dimension with Dimension of 441 x 647mm, 28.5kgs.
- 20. Network Performance Management

IV. TECHNICAL SPECIFICATION

GENERAL REQUIREMENTS:

- 2. GENERAL SPECIFICATION
 - d. All cable trays/ladder shall be powder coated or hot dip galvanized and all conduits for horizontal homeruns shall be PVC with connector coupling.
- **PASSIVE COMPONENT**

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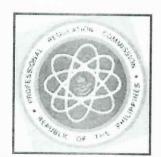
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k. Network Switch (24 port PoE)

25. Warranty of 3 Years

I. Enterprise Management System (EMS)

9. The minimum number of Device License is 1000.

V. OTHER INSTRUCTIONS

5. Floor Plan

For security purposes, the Floor Plan for the project will be issued upon request.

ACKNOWLEDGMENT AND COMPLIANCE
WITH THE TERMS OF REFERENCE FOR THE
PROCUREMENT OF THE SUPPLY, DELIVERY, INSTALLATION, TESTING, AND
COMMISSIONING OF NETWORK EQUIPMENT AND STRUCTURED CABLING SYSTEM
(NETWORK INFRASTRUCTURE REHABILITATION)

SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY

Please be guided accordingly.

ATTY. ARISTOGERSON T. GESMUNDO

Assistant Commissioner BAC Chairman