



**REPUBLIC OF THE PHILIPPINES  
COURT OF TAX APPEALS  
QUEZON CITY**

**Bids and Awards Committee  
1**

**BIDDING DOCUMENTS**

**Bid Project No. CTA BAC1-2023-02  
Procurement of a Second Dedicated  
Internet Service**

**(October 3, 2023)**

**Court of Tax Appeals (CTA)  
Agham Road, National Government Center,  
1104 Diliman, Quezon City**

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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 and is synonymous to Contract awardee.

**UN** – United Nation.

# Section I. Invitation to Bid



## Republic of the Philippines COURT OF TAX APPEALS Quezon City

### INVITATION TO BID FOR BID PROJECT No. CTA BAC1-2023-02 Procurement of a Second Dedicated Internet Service

1. The **Court of Tax Appeals (CTA)**, through the Government of the Philippines, intends to apply the sum of **One Million Pesos (₱1,000,000.00)** inclusive of all government taxes, being the Approved Budget for the Contract (ABC) to payments under the Contract for **Bid Project No. CTA BAC1-2023-02, "Procurement of a Second Dedicated Internet Service"**, for a period of one (1) year.
2. The CTA now invites bids for the above Procurement Project. Delivery of the Goods is required within **Thirty (30) calendar days** from receipt of Notice to Proceed. Bidders should have completed, within the last five (5) years reckoned from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained particularly in Section II. Instructions to Bidders (ITB) of the Bidding Documents.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the CTA Bids and Awards Committee 1 (BAC 1) Secretariat and inspect the Bidding Documents at the address given below during weekdays from 9:00 a.m. to 3:00 p.m., subject to the condition that the CTA is physically open. For downloading of Bidding Documents, visit <https://cta.judiciary.gov.ph/bidding> and Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders starting October 3, 2023 until the deadline for the submission and receipt of bids, from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the Guidelines on the Sale of Bidding Documents issued by the Government Procurement Policy Board (GPPB), in the amount of One Thousand Pesos (₱1,000.00).

The Procuring Entity shall allow the Bidder to present its proof of payment of the Bidding Document fee in person or by e-mail not later than the submission of its bid.

6. The CTA will hold a Pre-Bid Conference which shall be open to prospective Bidders on **October 12, 2023 at 10:00 a.m.** at the Multi-Purpose Hall (MPH), 5<sup>th</sup> Floor, CTA Building II, Agham Road, National Government Center, Diliman, Quezon City.
7. Bids must be duly received by the BAC 1 Secretariat through manual submission at the Ground Floor, CTA Building I on or before **October 24, 2023, 12:00 noon (Philippine Standard Time)**. Late bids shall not be accepted. Electronic submission of bids is not allowed.
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 **October 24, 2023, 1:00 p.m.** at the MPH, 5<sup>th</sup> Floor, CTA Building II, Agham Road, National Government Center, Diliman, Quezon City. Bids will be opened in the presence of the Bidders' representatives who choose to physically attend the activity.
10. Bidders who will visit the CTA to obtain further information, inspect or acquire the Bidding Documents, attend the Pre-Bid Conference, submit their Bids, or attend the Bid Opening must comply with the updated CTA Health and Safety Protocols dated August 4, 2023, to be allowed access to the Procuring Entity's premises.
11. The CTA 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.
12. For further information, please refer to:

**Ms. Nenita Wella A. Vargas**  
*Assistant Head, CTA BAC 1 Secretariat*  
*Court of Tax Appeals*  
*Ground Floor, CTA Building I,*  
*Agham Road, National Government Center,*  
*1104 Diliman, Quezon City*  
*Telephone Number: (632) 8920 4249 loc 213*  
*Email Address: bac1.cta@judiciary.gov.ph*  
*Website Address: cta.judiciary.gov.ph*

October 3, 2023, Quezon City.

Sgd.  
**DANILO B. FERNANDO**  
Chairperson  
CTA Bids and Awards Committee 1

## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, **CTA**, wishes to receive Bids for Bid Project No. CTA BAC1-2023-02, “Procurement of a Second Dedicated Internet Service”

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**

The source of funding in the amount of **One Million Pesos (₱1,000,000.00)** is the GOP.

### **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 Invitation to Bid (**IB**) by the BAC 1 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. 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.
- 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 equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under the applicable provisions of Section 23.4.1 of the 2016 Revised 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**

The Procuring Entity has prescribed that 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 at its physical address 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 through the BAC 1 Secretariat, 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 1 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.

## 12. Bid Prices

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 and the price to be indicated in the Contract with the winning Bidder and other relevant documents, 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 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 **February 20, 2024**. 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 (1) original and One (1) photocopy of the first and second components of its Bid.

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes and which shall be submitted simultaneously.

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.

### **16. Deadline for Submission of Bids**

The Bidders shall submit their Bids on or before the specified date and time, and at the Procuring Entity's physical address as indicated in Paragraph 7 of the **IB**.

## 17. Opening and Preliminary Examination of Bids

17.1. The BAC 1 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 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

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 1 shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC 1 shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 Revised IRR of RA No. 9184.

19.2. Bidders may submit a proposal on the subject lot, and evaluation will be undertaken thereon. The Bid Security as required by **ITB** Clause 14 shall be submitted for said lot.

19.3. The description of the lot shall be indicated in **Section VII (Technical Specifications)**, although the ABC of this lot is indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184. The NFCC must be sufficient for the ABC.

19.4. Except for Bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, the Bid 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 ABC. For Bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC.

## 20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC 1 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**

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**

| <b>ITB Clause</b> |   |
|-------------------|---|
| 3                 | Each bidder must ensure that the updated required forms containing the mandatory provisions stated under GPPB Resolution No. 16-2020 dated September 16, 2020 are complied with.  |
| 5.3               | <p>For this purpose, contracts similar to Project shall involve the supply, delivery, and installation of Dedicated Internet Service. Similar contracts of the bidder must be 100% complete within five (5) years prior to the deadline for the submission and receipt of bids.</p> <p>The Bidder shall have a 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 fifty percent (50%) of the ABC.</p>   |
| 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> <p>a. If Bid Security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit, the amount of Bid Security shall not be less than 2% of the ABC in the amount of Twenty Thousand Pesos (₱20,000.00).</p> <p style="text-align: center;">or</p> <p>b. If Bid Security is in Surety Bond, the amount of Bid Security shall not be less than 5% of the ABC in the amount of Fifty Thousand Pesos (₱50,000.00).</p> |
| 19.3              | Bid Project No. CTA BAC1-2023-02, Procurement of a Second Dedicated Internet Service, has an ABC of <b>One Million Pesos (₱1,000,000.00)</b> .  |
| 20                | <p>Aside from the latest income and business tax returns, other appropriate licenses and permits that must be submitted are the following:</p> <ol style="list-style-type: none"> <li>1. Registration Certificate (SEC, DTI or CDA);</li> <li>2. Valid Mayor's/Business Permit;</li> <li>3. Latest Tax Clearance issued by the BIR; and</li> <li>4. Latest Audited Financial Statement.</li> </ol> <p><i>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</i></p>                          |
| 21                | Any issuances of Supplemental and/or Bid Bulletin relative to this Project are the additional documents that will form part of the Contract.  |

# ***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. Terms of Payment**

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.

## **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. In case of surety bond, it must be accompanied with a Certification issued by the Insurance Commission certifying that the surety company or insurance company is authorized to issue such security for the said procurement project.

## **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**

| <b>GCC Clause</b> |   |
|-------------------|---|
| 1                 | <p><b>Delivery and Documents –</b></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, the delivery terms applicable to this Contract are delivered at the Court of Tax Appeals, Agham Road, National Government Center, Diliman, Quezon 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.”</i></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 are the following personnel:</p> <ul style="list-style-type: none"> <li>a. <b>Mr. Rommel A. Landicho</b> (Procurement and Property Management Division)</li> <li>b. <b>Mr. Jose Marie G. Toribio</b> (Management Information Systems Division)</li> </ul> <p><b>Incidental Services –</b></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"> <li>a. on-site assembly and start-up of the supplied Goods immediately upon delivery;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ul> |

- d. 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; and
- e. after-sales service during the warranty period providing performance or supervision and/or repair for the correction of defects within three (3) calendar days from receipt of notification.

The services provided shall not relieve the Supplier of any warranty obligations under this Contract.

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.

**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:

1. 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
2. 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 costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of ten (10) years from the date of delivery.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.

|  |  |
|--|--|
|  | <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity<br/> Name of the Supplier<br/> Contract Description<br/> Final Destination<br/> Gross weight<br/> Any special lifting instructions<br/> Any special handling instructions<br/> Any relevant HAZCHEM classifications</p> <p>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.</p> |
|  | <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>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</p>  |

|   |   |
|---|---|
|   | <p>Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>  |
|   | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></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> |
| 4 | <p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> <li>(a) Verification of Technical Specifications of Goods;</li> <li>(b) Inspection of completeness of the delivered items;</li> <li>(c) Verification of Goods Performance and Condition; and</li> <li>(d) Further tests and inspections that may be required by the Court.</li> </ul>   |

## ***Section VI. Schedule of Requirements***

| <b>Item No.</b> | <b>Description</b>                | <b>Quantity</b> | <b>Total</b>  | <b>Delivery Period</b>                                      |
|-----------------|-----------------------------------|-----------------|---------------|---|
| 1               | Second Dedicated Internet Service | One (1) Lot     | ₱1,000,000.00 | Thirty (30) Calendar Days from receipt of Notice to Proceed |

I hereby certify to comply and deliver all the above requirements:

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of Representative

\_\_\_\_\_  
Date

# Section VII. Technical Specifications

## Statement of Compliance

Bidders must state 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 Bidders 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.

| Item | CTA Requirements   | Statement of Compliance |
|------|--|-------------------------|
| 1.   | Provision of one (1) year Second Dedicated Internet Service (Leased Line) on the Committed Information Rate (CIR) a Minimum of Two Hundred Fifty (250) Megabits per second (Mbps) running on a fiber optic network: <ul style="list-style-type: none"> <li>• Provide at least five (5) usable Internet Protocol (IP) Addresses.</li> <li>• Second Dedicated Internet Service with a dedicated (1:1) ratio.</li> <li>• A One-Time charge must be waived.</li> <li>• Committed Service Level Agreement (SLA) of at least 99.8%.</li> <li>• Latency of not more than 80 milliseconds average round trip from Client to ISP port.</li> <li>• Must provide a network monitoring and graphing tool.</li> <li>• Must provide a load balancing equipment.</li> </ul> |                         |
| 2.   | The Internet Service Provider (ISP) must have a separate and distinct legal personality from the CTA’s existing Dedicated Internet Service Provider. <b>(The CTA’s current ISP is Philippine Global Communications, Inc.)</b>  |                         |
| 3.   | The ISP must be at least Tier-2 ISP having a fully redundant Gigabit network.  |                         |
| 4.   | The Provider must be registered with the National Telecommunications Commission (NTC) as an Internet Service Provider.   |                         |
| 5.   | The ISP must provide the service twenty-four (24) hours per  |                         |

| Item | CTA Requirements  | Statement of Compliance |
|------|---|-------------------------|
|      | day, seven (7) days per week including Sundays and Holidays.  |                         |
| 6.   | The ISP shall guarantee that the Over-all Service Availability of at least 99.8% will be met on a month-to-month basis.   |                         |
| 7.   | The ISP shall provide the CTA, through the Management Information Systems Division (MISD), with the escalation procedures and escalation calling numbers and contacts.  |                         |
| 7.   | <p>Response time for outage calls shall be: 24 x 7 x 1 hour response time. Although response is expected within one (1) hour, the ISP must immediately re-route to provide immediate restoration of service. Permanent resolution of internet outage must be available within twenty-four (24) hours.</p> <p>In case of internet outage, the resolution of which requires more than 24 hours, the ISP shall make a request in writing for an extension of time to restore the internet. The request shall be accompanied by a status report on the progress of the restoration. The CTA reserves the right to grant the request for an extension of time. In no case shall the request for extension of time to restore the internet exceed forty-eight (48) hours.</p> |                         |
| 8.   | The ISP shall dispatch its maintenance personnel to the CTA's premises within two (2) hours from receipt by the ISP of a report from CTA, or upon the discovery thereof by the ISP, regarding an outage, break or malfunction in the service requiring immediate repair.  |                         |
| 9.   | The ISP shall provide service availability and status reports to the CTA through the MISD within two (2) hours from the time the outage or problem is reported or discovered, and regular updates thereafter.   |                         |
| 10.  | The formal outage report must be submitted to the CTA through the MISD within forty-eight (48) hours from outage.   |                         |
| 11.  | The ISP shall submit a detailed work plan within two (2) weeks from the signing of the contract.  |                         |
| 12.  | The ISP shall submit Monthly Service Level Agreement (SLA) Reports on the fifth (5 <sup>th</sup> ) day after the cut-off of the monthly billing cycle.  |                         |
| 13.  | Standard installation shall be within thirty (30) calendar days from receipt of the Notice to Proceed. It is understood that delay in the issuance of a work permit or approval from the building administrator, LGU, and other required approving bodies and entities is covered by the thirty (30)  |                         |

| Item | CTA Requirements                                   | Statement of Compliance |
|------|--|-------------------------|
|      | calendar days delivery and installation lead time. |                         |

**TERMS OF REFERENCE**

**Procurement of a Second Dedicated Internet Service in the CTA for One (1) Year**

**I. Internet Access Link**

The Court of Tax Appeals (CTA) intends to procure a **Second Dedicated Internet Service** for a period of **one (1) year** with at least **Two Hundred Fifty (250) Megabits per second (Mbps)** guaranteed bandwidth (download and upload) that is easily upgradeable as the need arises and upon request by the CTA. The link must come with at least five (5) usable static IP addresses, and the last mile must be on fiber optic cable.

The Second Dedicated Internet Service shall run and function simultaneously with the CTA’s Primary Dedicated Internet Service. The Second Dedicated Internet Service must be operational in the event of internet outages and/or link outages of the Primary Dedicated Internet Service or vice-versa.

**II. General Scope of Work**

- a. The Internet Service Provider (ISP) shall furnish all labor, materials, tools, and equipment. It shall perform all operations necessary to complete the supply, delivery, and installation of tested Direct Internet connection for the Client. The Client shall provide at least one (1) conduit from entrance to server room, rack space and Uninterruptible Power Supply (UPS).
- b. The ISP shall configure the equipment in collaboration with the technical personnel of the MISD of the Client.
- c. The ISP shall provide the Client with Client-side network monitoring and graphing tool for alerts and bandwidth analysis that would enable monitoring of service level agreement.
- d. The ISP shall perform the configuration and interconnection of the new ISP connectivity with the Client’s existing network connectivity.
- e. The connectivity shall be installed in conformity with the Performance Requirements/Service Level Agreement as hereinafter provided.



- f. The work throughout shall be executed in the best and thorough manner under the direction and to the satisfaction of the Client through the MISD and the MISD shall have the power to reject any work and materials, which are not in accordance with the agreement.
- g. The ISP shall secure all necessary permits needed with no additional cost to the Client.
- h. The Client shall not be responsible for any claim for damages arising from any negligent act or omission of the ISP in the performance of its work which have cause injury to any persons or properties.

### **III. Site Inspection**

The ISP is required to visit the site and satisfy themselves as to local conditions and facilities that may affect their work before submission of the proposal or quotation. The ISP shall coordinate with the representative from the MISD as to the schedule of the site inspection. The ISP may contact the MISD at 8920-4249 loc. 231 and look for Mr. Jose Marie G. Toribio and/or Mr. Jeremy B. Buñag.

### **IV. Performance Requirements/Service Level Agreement (SLA)**

- a. The ISP shall provide the service 24 hours per day, 7 days per week including Sundays and Holidays.
- b. The ISP shall guarantee that the Over-all Service Availability of at least 99.8% will be met on a month-to-month basis.
- c. Average round-trip delay of not more than 80ms from the Client to ISP.
- d. The ISP shall supply the Client through the MISD, with the escalation procedures and escalation calling numbers and contacts.
- e. Response time for outage calls shall be: 24 x 7 x 1 hour response time. Although response is expected within one (1) hour, the ISP must immediately re-route to provide immediate restoration of service. Permanent resolution of internet outage must be available within twenty-four (24) hours.

In case of internet outage, the resolution of which requires more than 24 hours, the ISP shall make a request in writing for an extension of time to restore the internet. The request shall be accompanied by a status report on the progress of the restoration. The Client reserves the right to grant

the request of extension of time. In no case shall the request for extension of time to restore the internet exceed forty-eight (48) hours.

- f. The ISP shall dispatch its maintenance personnel to the Client's premises two (2) hours from receipt by the ISP of a report from Client, or upon discovery thereof by the ISP, regarding an outage, break or malfunction in service requiring immediate repair.
- g. The ISP shall provide service availability and status reports to the Client through the MISD within two (2) hours from the time the outage or problem is reported or discovered and regular updates thereafter.
- h. The formal outage report must be submitted to the Client through the MISD within 48 hours from outage.
- i. The following monthly reports should be submitted to the Client through the MISD on the fifth (5<sup>th</sup>) day after the cut-off of the monthly billing cycle.
  - Monthly availability report indicating average service level of the link; and
  - Summary of all outages reported or discovered and the resolution time.
- j. The ISP shall maintain, in proper working condition, all equipment provided to the Client.
- k. The ISP shall submit a detailed work plan within two (2) weeks from the signing of the contract.

## **V. Client Responsibilities**

- a. Grant the ISP's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned Client's personnel.
- b. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the ISP.
- c. Issue a *Certificate of Acceptance* subject to the conditions set forth in Item VI, Project Acceptance.

## VI. Project Acceptance

Before the Client issues the *Certificate of Acceptance*, the following shall be conducted:

- a. The ISP shall notify the Client regarding the acceptance test procedure in writing seven (7) days prior to the required inspection/testing of the internet service connection.
- b. The acceptance test procedure shall be conducted in accordance with the following:
  - The acceptance testing will be undertaken for a period of seven (7) days;
  - Direct Internet leased line will have no service interruption during the agreed test period;
  - The guaranteed Internet bandwidth of Two Hundred Fifty (250) Megabits per second (Mbps) direct internet connection is attained during working hours (i.e., 7:00 a.m. to 7:00 p.m.);
  - Network Monitoring and Graphing Tool should be in place; and
  - Assignment of at least 5 usable Public IP Addresses.

If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all these conditions have been duly satisfied continuously for 7 working days.

The start of the ISP's billing shall be based on the date of the issuance of *Certificate of Acceptance*.

During the testing period, the ISP shall not be held liable for performance degradation/interruptions that are beyond its control such as power outages, fluctuations or failure or malfunction of the Client's own equipment, and international/regional internet backbone problems.

## VII. Penalties for Link Outages

The ISP shall not be liable for any damages or service interruptions caused by events of force majeure. Otherwise, link outages shall be subject to the following penalty/rebate schedule:

| LENGTH OF INTERRUPTION | REBATE FACTOR |
|------------------------|---------------|
| Less than 30 minutes   | None          |

|                    |          |
|--------------------|----------|
| 30 – 179 minutes   | 1/10 day |
| 180 – 359 minutes  | 1/5 day  |
| 360 – 539 minutes  | 2/5 day  |
| 540 – 719 minutes  | 3/5 day  |
| 720 – 899 minutes  | 4/5 day  |
| 900 – 1440 minutes | 1 day    |

Rebate shall be calculated as follows:

$$\frac{\text{Monthly Recurring Charge}}{30 \text{ days}} \times \text{Rebate Factor}$$

**VIII. Delivery**

The ISP shall deliver and install the Second Dedicated Internet Service within thirty (30) calendar days from receipt of the Notice to Proceed. It is understood that delay in the issuance of a work permit or approval from the required approving bodies and entities is covered by the thirty (30) calendar days delivery and installation lead time.

**IX. Terms of Payment**

- a. The Client will pay the agreed upon total monthly recurring rate (MRR) within thirty (30) days from receipt of billing statement with the required monthly reports.
- b. Rebates/penalties for outages beyond the agreed upon SLA will be deducted from billing statements of the following month after verification/agreement on the rebate/penalty amount.

**X. Option To Renew the Term of the Contract**

The Client may opt to renew the term of the contract for one (1) year provided a written notice to the ISP is given at least thirty (30) days before the contract expires.

I hereby certify to comply and deliver the above requirements for One (1) Lot of a Second Dedicated Internet Service.

\_\_\_\_\_  
Name of Company/Supplier

\_\_\_\_\_  
Signature over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Date

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

## **I. TECHNICAL COMPONENT ENVELOPE**

### **Class "A" Documents**

#### Legal Documents

- a. Valid and updated 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;
- 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;
- 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;
- e. Conformity with the Schedule of Requirements and Technical Specifications supported by evidence in the form of manufacturer's sales literature, unconditional statements of specification and compliance, samples, test data, etc., which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
- f. Original duly signed Omnibus Sworn Statement (OSS) together with, 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 : The required forms to be submitted must comply with the mandatory provisions stated in the GPPB Circular 04-2020 dated September 16, 2020, as adopted in the GPPB Resolution No. 16-2020 dated September 16, 2020.*

# ***Bidding Forms***

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

---

**BID FORM**

Project Identification No.: \_\_\_\_\_ Date : CTA BAC1-2023-02

**To: Court of Tax Appeals**  
CTA Bldg. I, Agham Road,  
National Government Center,  
1104 Diliman, Quezon 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.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*  
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of  
of agent Currency Commission or gratuity

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(if none, state "None") ]



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: \_\_\_\_\_

# Price Schedule for Goods Offered from Abroad

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

## For Goods Offered from Abroad

Name of Bidder \_\_\_\_\_ Project ID No. CTA BAC1-2023-02

Page \_\_\_ of \_\_\_

| 1              | 2  | 3                 | 4        | 5  | 6   | 7                                      | 8                                    | 9                                     |
|----------------|--|-------------------|----------|--|---|--|--------------------------------------|---------------------------------------|
| Lot            | Description  | Country of origin | Quantity | Unit price CIF port of entry (specify port) or CIP named place<br><br>(specify border point or place of destination) | Total CIF or CIP price per item<br><br>(col. 4 x 5) | Unit Price Delivered Duty Unpaid (DDU) | Unit price Delivered Duty Paid (DDP) | Total Price delivered DDP (col 4 x 8) |
| One<br>(1) Lot | <b>250Mbps Second Dedicated Internet Service (Leased Line)</b> |                   | (1)      |  |   |  |                                      |                                       |

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

# 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. CTA BAC1-2023-02  
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<br>(col 5+6+7+8) | Total Price delivered Final Destination<br><br>(col 9) x (col 4) |
| One (1)<br>Lot | <b>250Mbps Second Dedicated Internet Service (Leased Line)</b> |                   | (1)      |                         |   |  |  |  |  |

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Contract Agreement Form for the Procurement of Goods (Revised)**  
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **COURT OF TAX APPEALS (“CTA”)** of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for the Procurement of a Second Dedicated Internet Service and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information**

**prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The **COURT OF TAX APPEALS** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

for:

for:

COURT OF TAX APPEALS

*[Insert Name of Supplier]*

### **Acknowledgment**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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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 1 (BAC 1), the Technical Working Group, and the BAC 1 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 1 (BAC 1), the Technical Working Group, and the BAC 1 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 1 (BAC 1), the Technical Working Group, and the BAC 1 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*



## **Bid Securing Declaration Form**

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** **Project Identification No.: CTA BAC1-2023-02**

To: **Court of Tax Appeals**  
CTA Bldg. I, Agham Road,  
National Government Center,  
1104 Diliman, Quezon 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]*

**STATEMENT OF ON-GOING CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

This is to certify that \_\_\_\_\_ (Name of the Company) \_\_\_\_\_ has the following on-going government and/or private contracts, including contracts awarded but not yet started:

| Name of Outstanding Contract* | a. Procuring Entity/Company*<br>b. Address<br>c. Telephone Number | Date of the Contract* | Contract Period* | Outstanding Amount or Value of the Project under Ongoing Contract* | Kinds of Goods* | Dates of Delivery* |
|-------------------------------|---|-----------------------|------------------|--|-----------------|--------------------|
|                               |   |                       |                  |  |                 |                    |
|                               |   |                       |                  |  |                 |                    |
|                               |   |                       |                  |  |                 |                    |
|                               |   |                       |                  |  |                 |                    |

**(Signature of Authorized Representative)** \_\_\_\_\_

(Name of the Authorized Representative)

( Position)

(Name of the Bidder/Company)

Date

Instructions:

- State all on-going contracts including those awarded but not yet started whether similar or not similar to the Bid Project;
- If there is no on-going contract, state none or equivalent term;
- The sum of the outstanding amount or value of the projects under ongoing contracts must be consistent with the value used in the computation of NFCC should the bidder submit NFCC Computation document; and
- Particulars with asterisk (\*) are mandatorily required pursuant to GPPB Circular 04-2020 dated September 16, 2020, Annex "A" of GPPB Resolution No. 16-2020, dated September 16, 2020.

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID**

This is to certify that \_\_\_\_\_ (Name of the Company) \_\_\_\_\_ has a contract similar to the Bid Project and completed within five (5) years reckoned from the date of bid opening.

| Name of the Contract* | a. Procuring Entity/Company<br>b. Address<br>c. Telephone Number | Date of the Contract* | Amount of Contract* | Contract Period* | a. Relevant Period or Date of Delivery*<br>b. Date of End-User's Acceptance or Number of Official Receipt(s) or Sales Invoice | Definition or Description of the Project or Major Categories of Work* |
|-----------------------|--|-----------------------|---------------------|------------------|---|---|
|                       |  |                       |                     |                  |   |   |
|                       |  |                       |                     |                  |   |   |
|                       |  |                       |                     |                  |   |   |
|                       |  |                       |                     |                  |   |   |

**(Signature of Authorized Representative)** \_\_\_\_\_

(Name of the Authorized Representative) \_\_\_\_\_  
 (Position)  
 (Name of the Bidder/Company)

Date

**Instructions:**

- a. This statement shall be supported with end-user's acceptance or official receipt(s) or sales invoice issued for the contract. Supporting documents must be attached to the statement; and
- b. Particulars with asterisk (\*) are mandatorily required pursuant to GPPB Circular 04-2020 dated September 16, 2020, Annex "A" of GPPB Resolution No. 16-2020, dated September 16, 2020.

## Net Financial Contracting Capacity (NFCC) Computation Form

**Project No.:** CTA BAC1-2023-02

**Project Title:** Procurement of a Second Dedicated Internet Service

**Location:** Court of Tax Appeals, Agham Road, National Government Center, 1104 Diliman, Quezon City

**Approved Budget for the Contract\*:** One Million Pesos (₱1,000,000.00)

### Net Financial Contracting Capacity Computation

| Year 2022  |    |
|--|----|
| 1. Total Assets  |    |
| 2. Current Assets*   |    |
| 3. Total Liabilities   |    |
| 4. Current Liabilities*  |    |
| 5. Value of all outstanding works under ongoing contracts including awarded but not yet started* |    |
| 6. K   | 15 |

The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current Assets - Current Liabilities) x (K)] - (value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started)

NFCC =

**\*NFCC = ₱** \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
 (Signature of Authorized Representative over  
 Name of Supplier/Distributor/Manufacturer)  
 Date: \_\_\_\_\_

*\*Particulars with asterisk(\*) are mandatorily required pursuant to GPPB Circular 04-2020 dated September 16, 2020, Annex "A" of GPPB Resolution No. 16-2020 dated September 16, 2020.*

*Sealing and Marking of Bids (ITB Clause 15)  
Sample Nomenclature of Bid Envelopes*

MOTHER

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Court of Tax Appeals  
Bids and Awards Committee 1  
Agham Road, Barangay Bagong Pag-asa, Quezon City

"Bid PROJECT NAME"

"Bid Project Number"

DO NOT OPEN ON OR BEFORE: "TIME AND DATE OF OPENING OF BIDS"

ORIGINAL

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Court of Tax Appeals  
Bids and Awards Committee 1  
Agham Road, Barangay Bagong Pag-asa, Quezon City

"Bid PROJECT NAME"

"Bid Project Number"

DO NOT OPEN ON OR BEFORE: "TIME AND DATE OF OPENING OF BIDS"

PHOTOCOPY

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Court of Tax Appeals  
Bids and Awards Committee 1  
Agham Road, Barangay Bagong Pag-asa, Quezon City

"Bid PROJECT NAME"

"Bid Project Number"

DO NOT OPEN ON OR BEFORE: "TIME AND DATE OF OPENING OF BIDS"

TECHNICAL COMPONENT

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Court of Tax Appeals  
Bids and Awards Committee 1  
Agham Road, Barangay Bagong Pag-asa, Quezon City

"Bid PROJECT NAME"

"Bid Project Number"

DO NOT OPEN ON OR BEFORE: "TIME AND DATE OF OPENING OF BIDS"

FINANCIAL COMPONENT

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Court of Tax Appeals  
Bids and Awards Committee 1  
Agham Road, Barangay Bagong Pag-asa, Quezon City

"Bid PROJECT NAME"

"Bid Project Number"

DO NOT OPEN ON OR BEFORE: "TIME AND DATE OF OPENING OF BIDS"

TECHNICAL COMPONENT

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Court of Tax Appeals  
Bids and Awards Committee 1  
Agham Road, Barangay Bagong Pag-asa, Quezon City

"Bid PROJECT NAME"

"Bid Project Number"

DO NOT OPEN ON OR BEFORE: "TIME AND DATE OF OPENING OF BIDS"

FINANCIAL COMPONENT

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Court of Tax Appeals  
Bids and Awards Committee 1  
Agham Road, Barangay Bagong Pag-asa, Quezon City

"Bid PROJECT NAME"

"Bid Project Number"

DO NOT OPEN ON OR BEFORE: "TIME AND DATE OF OPENING OF BIDS"

