



Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: pcmcba@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION I

Invitation to Bid

**Internet Subscription, One (1) year Dedicated
600 Mbps Fiber Connection
(Secondary Internet Connection)**

IB 2024-030



Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER

Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: officeofthedirector@pcmc.gov.ph
Trunk Line: 8588-9900 to 20 Direct Line: 8924-6601

INVITATION TO BID
IB 2024-030

1. The **Philippine Children's Medical Center (PCMC)** through the **COB CY 2024** intends to apply the sum of Three Million Four Hundred Seventy-Five Thousand Pesos & 08/100 (**Php 3,475,000.08**) being the Approved Budget for the Contract (ABC) to payments under the following Invitation to Bid. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item Description	Approved Budget for the Contract	Cost of Bidding Documents
Internet Subscription, One (1)year Dedicated 600 Mbps Fiber Connection (Secondary Internet Connection)	3,475,000.08 @ 289,583.34 per month	5,000.00

2. The **Philippine Children's Medical Center (PCMC)** now invites bids for the above-mentioned project. Delivery of the Goods is required as stated in **Section VI Delivery of Requirements**. Bidders should have completed, within the **past two (2) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
 - 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 PCMC and inspect the Bidding Documents at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **February 15, 2024** upon payment of the applicable fee stated above. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of PCMC, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
6. The Philippine Children's Medical Center will hold a **Pre-Bid Conference** on **February 23, at 2:00 P.M.** through video conferencing via **Zoom (Meeting ID: 989 4853 5555 Passcode: 388526)** which shall be open to prospective bidders.
7. Bids must be duly received through manual submission on or before **March 6, 2024, 1:30 P.M., Guard-on-Duty, 3rd Floor, Procurement Division Area, PCMC Main Building**. Late bids shall not be accepted.

PhilHealth Accredited

Amk



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 **March 6, 2024, 2:00 P.M. 3rd Floor, Procurement Division Area, PCMC Main Building**. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the aforementioned venue. In compliance with social distancing and to support the government's effort to mitigate, if not contain transmission of COVID-19, we will **strictly allow only one authorized representative** per bidder company to enter the venue during the opening of bids. Provided further, said authorized representative shall follow PCMC's safety protocol by wearing a face mask as required prior to entering PCMC Premises.
10. The **Philippine Children's Medical Center (PCMC)** 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:
Procurement Division
3rd Floor, Procurement Division Area
PCMC Main Building
Quezon Avenue, cor. Agham Road Quezon City
Trunk line: 8588-9900 Loc 361 / 355
Fax Number: 924-0870
Mobile Number: +639178423248
Email: pcmcba@gmail.com
12. You may visit the following websites:
For downloading of Bidding Document: www.pcmc.gov.ph
www.philgeps.gov.ph

February 15, 2024


FRANCIS S. DELA CUESTA, RN, MAN
Chairman, Bids & Awards Committee





Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: bac@pcmc.gov.ph
Trunkline: 588-9900 local 361/355 Telefax No.: 924-0870

SECTION II

Instructions to Bidders

**Internet Subscription, One (1) year Dedicated
600 Mbps Fiber Connection
(Secondary Internet Connection)**

IB 2024-030

1. Scope of Bid

The **Philippine Children’s Medical Center (PCMC)** wishes to receive Bids for the following Project:

Item Description	Approved Budget for the Contract
Internet Subscription, One (1)year Dedicated 600 Mbps Fiber Connection (Secondary Internet Connection)	3,475,000.08 @ 289,583.34 per month

The above Procurement Projects, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **COB CY 2024** in the amount of **Three Million Four Hundred Seventy-Five Thousand Pesos & 08/100(Php 3,475,000.08)**
- 2.2. The source of funding is:
 - a. GOCC and GFIs, the Corporate Operating Budget

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2.

- a. 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. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC of the items joined.
- b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Philippine Children's Medical Center will hold a **Pre-Bid Conference** on **February 23, 2024**, at **2:00 P.M.** through video conferencing via **Zoom (Meeting ID: 989 4853 5555 Passcode: 388526)** which shall be open to prospective bidders. , , 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 **the past two (2) 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 e.
- 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 **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **120 calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Use of **indelible ink color blue** shall be used by the authorized signatory in signing the required forms. **Strictly NO using of staple wire and thick materials for tab**

The **First (1st) Envelope**, shall contain the following Technical Documents accomplished in one (1) set, **filed in a folder**

The **Second (2nd) Envelope** shall contain the Financial Component accomplished in two (2) sets, **each set filed in a folder**

All copies should be certified as true copy

COLOR CODING OF FOLDERS/ENVELOPES	BROWN
--	--------------

LABEL ON THE ENVELOPE/S:

Name of PROCURING ENTITY
Name of CONTRACT TO BE BID
IB Number
DATE of Bid Opening
Name of the Bidder Company
Address of the Bidder Company

IDENTIFY THE ENVELOPES:

as: > Technical Component Requirements
(original copy)
> Financial Component Requirement
(Original and copy 1)

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 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 15 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 that is one lot or item, which shall be awarded as one contract

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

CONFORME:

Authorized Signatory
Signature over printed name
Contact Number: _____

Name of Company/Firm

Company's Official E-mail Address
(where notices will be sent)

Company's Official Contact Number



Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: pcmbac@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION III

Bid Data Sheet

**Internet Subscription, One (1) year Dedicated
600 Mbps Fiber Connection
(Secondary Internet Connection)**

IB 2024-030

Bid Data Sheet

ITB Clause									
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. Supply and delivery of Internet Subscription b. completed within <i>the last two (2) years</i> prior to the deadline for the submission and receipt of bids. 								
7.1	Subcontracting is not allowed.								
12	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.								
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> 1. The amount of not less than two percent (2%) of the ABC of the item(s) joined, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than five percent (5%) of the ABC of the item(s) joined, if bid security is in Surety Bond. 								
19.3	Supply and Delivery of the following: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%;">Invitation to Bid No.</th> <th style="width: 50%;">ITEM DESCRIPTION</th> <th style="width: 30%;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">IB 2024-030</td> <td style="text-align: center;">Internet Subscription, One (1)year Dedicated 600 Mbps Fiber Connection (Secondary Internet Connection)</td> <td style="text-align: center;">3,475,000.08 @ 289,583.34 per month</td> </tr> </tbody> </table>			Invitation to Bid No.	ITEM DESCRIPTION	ABC	IB 2024-030	Internet Subscription, One (1)year Dedicated 600 Mbps Fiber Connection (Secondary Internet Connection)	3,475,000.08 @ 289,583.34 per month
Invitation to Bid No.	ITEM DESCRIPTION	ABC							
IB 2024-030	Internet Subscription, One (1)year Dedicated 600 Mbps Fiber Connection (Secondary Internet Connection)	3,475,000.08 @ 289,583.34 per month							
20.2	The Lowest Calculated Bidder shall submit the following documentary requirements within a non-extendible period of <i>five (5) calendar days</i> from receipt of the notification that contain the following: <ol style="list-style-type: none"> 1. Latest Income (BIR Form No. 1701-Q/1702-Q) AND Business Tax Returns (BIR Form No. 2550-Q) filed and paid through the BIR Electronic Filing (EFPS) within the last quarter. 2. Certificate of Performance in letterhead of their clients indicating the contact numbers and email addresses signed by the authorized head of the Department from three (3) clients of the bidder issued within the last six (6) months prior to bid opening. <p style="margin-left: 40px;">Note: Certification issued by PCMC – Materials Management Division must be included if bidder had done business with us. Certification of which should be of same category (e.g. equipment/supplies) of project being bided.</p> 3. Registration Certificate from the Department of Trade and Industry (DTI) OR Security and Exchange Commission (SEC), whichever may be appropriate under existing laws of the Philippines. 4. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located or the equivalent document for Exclusive Economic Zones or Areas. 5. CY 2022 Audited Financial Statements and Income Tax Returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) 6. Section II. Instructions to Bidders with signature (conforme) on all pages 								

	<p>7. Section III. Bid Data Sheet with signature (conforme) on all pages</p> <p>8. Section IV. General Conditions of the Contract with signature (conforme) on all pages</p> <p>9. Section V. Special Conditions of the Contract with signature (conforme) on all pages</p> <p>10. Duly notarized Certificate as Principal Manufacturer or Exclusive Distributor/ Authorized Dealer from the Principal Manufacturer duly authenticated by the Philippine Consulate in the country of origin;</p> <p>11. Duly notarized Certificate from the Principal Manufacturer/ Distributor that the brand has been present for at least five (5) years in the local/ international market and the model being bided is currently in use in the local/international market with at least two (2) installations in the Philippines, preferably within NCR area <i>(Please specify and submit supporting documents)</i>;</p> <p>12. With manufacturer and/or product certification by an independent 3rd party Certifying body (ISO 14020, 14021, 14024, 14025 or its equivalent), is preferred.</p> <p>13. Other appropriate licenses and permits required by law and stated in the Bidding Documents</p> <p>➤ NTC License To Operate as Value Added Provider</p> <p>Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be grounds for forfeiture of the bid security and disqualify the Bidder for award.</p>
21.2	<p>Certification / supporting documents to show compliance as stated in the TOR for :</p> <ul style="list-style-type: none"> ➤ Internet / Bandwidth capacity; ➤ Network Facilities

CONFORME:

 Authorized Signatory
 Signature over printed name

 Contact No:

 Name of Company/Firm

 Company's Official Email Address
 (where notices will be sent)

 Company's Official Contact No.



Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: pcmcba@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION IV

General Conditions of Contract

**Internet Subscription, One (1) year
Dedicated 600 Mbps Fiber Connection
(Secondary Internet Connection)**

IB 2024-030

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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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 prior to 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. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (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

6.1. 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.

6.2. 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.

CONFORME:

Authorized Signatory
Signature over printed name
Contact Number: _____

Name of Company/Firm

Company's Official E-mail Address

Company's Official Contact Number



Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: pcmbac@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION V

Special Conditions of Contract

**Internet Subscription, One (1) year
Dedicated 600 Mbps Fiber Connection
(Secondary Internet Connection)**

IB 2024-030

Special Conditions of Contract

GCC Clause	
	<p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <p style="padding-left: 40px;">(i) Original and four copies of the Supplier’s invoice/delivery receipt showing Goods’ description, quantity, unit price, and total amount;</p>
	<p>Packaging –</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 Supplier shall have an established disposal and retrieval program or take back system for their products (items with container)</p> <ol style="list-style-type: none"> 1 The Supplier shall submit MSDS for a specified product. 2. The product label shall bear the following information: <ol style="list-style-type: none"> a. Product specifications and ingredients b. Manufacturing and Expiration Dates c. Precautions d. Instructions for proper use and disposition e. Hazardous items shall be properly labeled as a hazardous product (e.g. flammable cytotoxic, radioactive, poison, etc.) 3.The product shall not contain halogenated plastics and PVCs. 4.The product shall be packed in suitable packaging materials which are reusable and recyclable.
	<p>Transportation –</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 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>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be on Acceptance:</p> <p>100% of the Contract Price per Delivery Order Slip shall be paid to the Supplier within 30 to 45 days or Supplier’s credit term after final acceptance and submission of required documents.</p>
3	<p>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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>1) Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.</p> <p>2) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY</p>
5	<p>Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p>Winning bidder has to choose the form of retention money required of under R.A 9184 Sec. 62.1</p> <p>The said amount shall only be released after the lapse of the warranty period specified in Section VII Technical Specification; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p>

CONFORME:

Authorized Signatory
Signature over printed name

Contact Number: _____

Name of Company/Firm _____

Company’s Official E-mail Address

Company’s Official Contact Number



Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: pcmbac@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION VI

Schedule of Requirements

**Internet Subscription, One (1) year
Dedicated 600 Mbps Fiber Connection
(Secondary Internet Connection)**

IB 2024-030

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

Description	Qty/ Unit	Total ABC (PhP)	Delivery Site	PCMC Requirement DELIVERY PERIOD
Internet Subscription, One (1)year Dedicated 600 Mbps Fiber Connection (Secondary Internet Connection)	1 lot	3,475,000.08 @ 289,583.34 per month	Materials and Management Division G/F PCMC, Quezon Avenue, cor. Agham Road Quezon City	Within 30 calendar days upon receipt of Notice to Proceed.

DELIVERY AND ACCEPTANCE

- The supplier should deliver the goods called for in the Purchase Order (PO) within the Delivery Period, as offered, upon receipt of approved upon receipt of approved Purchase Order (PO) through fax or personally received during office hours at the Procurement Section.
- All goods delivered pursuant to the Purchase Order (PO) shall be subject to acceptance and inspection by the end-user as well as by the House Inspector and of the Resident Auditor or their representatives. Goods delivered not in conformity with specifications shall be rejected and the contractor held in default.

NAME OF COMPANY

SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE

ADDRESS

TELEPHONE / FAX

CONFORME:

NAME OF COMPANY

SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE

ADDRESS

TELEPHONE / FAX



Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: pcmcba@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION VII

Technical Specifications

**Internet Subscription, One (1) Year
Dedicated 1 Gbps Fiber Connection
(Primary Internet Connection)**

IB 2024-022



Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: pcmcba@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION VIII

Checklist of Technical and Financial Documents

**Internet Subscription, One (1) year
Dedicated 600 Mbps Fiber Connection
(Secondary Internet Connection)**

IB 2024-030

Checklist of Technical and Financial Documents

The Bidder shall submit the following **TECHNICAL COMPONENT ENVELOPE (ARRANGED, NUMBERED AND TABBED)** *[Strictly NO using of staple wire and thick materials for tabs]* as enumerated below:

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR

Note: For the purpose of updating the Certificate of Registration and Membership, all Class "A" eligibility documents mentioned in this section supporting the veracity, authenticity and validity of the Certificate shall remain current and updated. The failure by the prospective bidder to update its Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class "A" eligibility documents has been updated (per GPPB Resolution No. 15-2021).

Technical Documents

2. 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. *(Use of Form No. DOBA-PCMC-SCF3b is required, including Annex "B" which must be completely filled up)*
3. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (**Refer to BDS Clause 5.3**), except under conditions provided for in Sections 23.4.1.3 and 23.4.4.4 of the 2016 Revised IRR of RA 9184, within two (2) years prior to bid opening *(use of Form No. DOBA-PCMC-SCF3a is required, including Annex "A" which must be completely filled up)*.
4. Original copy of Bid Security (**Refer to BDS Clause 14.1**). 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
5. Duly accomplished and signed Production/ Delivery Schedule using the form as provided for in Section VI
6. Duly accomplished and signed Technical Specification using the form as provided for in Section VII
 - a. Brochures/sales literature reflecting the technical specifications.
 - b. Terms of Reference with conforme on every page by the authorized signatory
7. Affidavit of Site Inspection [use of Form no. DOBA-PCMC-SIF22 is required
8. 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. *(Use of the Form provided is required)*

Financial Documents

9. The prospective bidder's computation of the Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid (*Use of Form No. DOBA-PCMC-NFF4 is required*)

OR

a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, it must be at least equal to 10% of the ABC

Class "B" Documents

10. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence (*Use of Form No. DOBA-PCMC-JVF6 is required*).

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

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

- i. [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
- ii. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity

The Bidder shall submit the following **FINANCIAL COMPONENT ENVELOPE (ARRANGED, NUMBERED AND TABBED)** [*Strictly NO using of staple wire and thick materials for tabs*] as enumerated below:

II. FINANCIAL COMPONENT ENVELOPE

11. Duly accomplished and signed Financial Bid Form
12. Duly accomplished and signed **Price Schedule** using the form as provided

Note: Bidder **shall include** the PCMC-issued USB Flash Drive in the **Financial Component Envelope (Original Folder)** containing the FOLLOWING:

- a. Soft copy of their accomplished **Price Schedule** (in **EXCEL format**)
- b. **SCANNED copy** (in **PDF Format**) of **ALL** the required documents under Section VIII. Checklist of Technical and Financial Documents

CONFORME:

Authorized Signatory
Signature over printed name

Contact No:

Name of Company/Firm

Company's Official Email Address
(where notices will be sent)

Company's Official Contact No.

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City

TECHNICAL SPECIFICATIONS

Instruction: Accomplish this form by presenting a clear statement of your offer. It should be specific, precise and complete which demonstrates how your statement complies with the required specifications. **Please DO NOT write "comply" or the page numbers of the brochure/data sheet, etc.**

Invitation to Bid No. IB-2024-030

PCMC REQUIREMENT			BIDDERS' OFFER TO COMPLY WITH THE PCMC REQUIREMENTS
QTY	UNIT	Item Description	
1	Lot	Internet Subscription, One (1)year Dedicated 1 Gbps Fiber Connection (Primary Internet Connection)	
		A. Specifications <i>(per Terms of Reference):</i>	
		1. One (1) Year guaranteed dedicated bandwidth of 600 Mbps	
		2. Dedicated link using Optic Fiber Cable	
		3. (CIR) 1:1 Upload and Download	
		4. 16 usable Public Ips	
		5. Web Hosting and Email hosting package with total space of 60GB	
		6. MRTG Monitoring	
		7. Webmail access and administration	
		8. Provide 24 x 7 Technical Support	
		9 Provide 24 x 7 Live monitoring	
		10 Domain name registration	
		11 Waived Installation Fee	
		12 Monthly recurring charge (MRC) VAT inclusive	
		13 Direct Internet service with Service Level Agreement (SLA) of at least 99.5 %	
		14 Two (2) Leased line fiber optic link of different location for physical back up link to meet required SLA	
		15 The Internet Service Provider should provide the following <i>(per Terms of Reference)</i> :	
		➤ Fiber Optic Cable	

Invitation to Bid No. IB-2024-030

PCMC REQUIREMENT			BIDDERS' OFFER TO COMPLY WITH THE PCMC REQUIREMENTS
QTY	UNIT	Item Description	
1	Lot	Internet Subscription, One (1)year Dedicated 1 Gbps Fiber Connection (Primary Internet Connection)	
		➤ Telco Equipment	
		➤ Fiber Optic tray	
		➤ Fiber to UTP converter	
		➤ Hub Switch (Layer 3 with 48- Port)	
		➤ PVC Molding/s	
		14 Conformance to the attached Terms of Reference	

PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government.

NAME OF COMPANY

ADDRESS

SIGNATURE OVER PRINTED NAME

TELEPHONE / FAX NO.

PRICE SCHEDULE

(For Goods Offered from Abroad)

PROCURING ENTITY : PHILIPPINE CHILDREN'S MEDICAL CENTER						NAME OF BIDDER :			
INVITATION TO BID NO. : IB-2024-022									
1	2	3	4	5	6	7	8	9	10
Qty	Item	Description (Brand / Make / Model)	Country of Origin	Manufacturer	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 1 x 6)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 1 x 9)
1 Lot	Internet Subscription, One (1)year Dedicated 600 Mbps Fiber Connection (Secondary Internet Connection)								
	ABC = 3,475,000.08 @ 289,583.34 per month								
<ul style="list-style-type: none"> • Bids will be valid for one hundred twenty (120) days and it shall remain binding upon us and may be accepted at any time before the expiration of that period; 						TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE"):			
<ul style="list-style-type: none"> • PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government. 						NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE			

PRICE SCHEDULE

(For Goods Offered from within the Philippines)

PROCURING ENTITY : PHILIPPINE CHILDREN'S MEDICAL CENTER							NAME OF BIDDER :			
INVITATION TO BID NO. : IB-2024-030										
1	2	3	4	5	6	7	8	9	10	11
Qty	Item	Description (Brand / Make / Model)	Country of Origin	Manufacturer	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	Price, per unit (col 6+7+8+ 9)	Total Price delivered Final Destination (col 10) x (col 1)
1 Lot		Internet Subscription, One (1)year Dedicated 600 Mbps Fiber Connection (Secondary Internet Connection) ABC = 3,475,000.08 @ 289,583.34 per month								
<ul style="list-style-type: none"> Bids will be valid for one hundred twenty (120) days and it shall remain binding upon us and may be accepted at any time before the expiration of that period; 							TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE"):			
<ul style="list-style-type: none"> PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government. 							<i>NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE</i>			



Objective

The objective of this undertaking is to select a single secondary internet service provider (ISP), aside from the incumbent ISP providing the primary link, to setup, manage, and provide the internet service to PCMC.

Specifications

The following specifications shall be included in the Internet Service:

- One (1) year guaranteed dedicated bandwidth of 600Mbps
- Dedicated link using Optic Fiber Cable
- CIR 1:1 upload and download
- 16 usable IPs
- Web hosting and Email hosting package with total space of 60GB
- MRTG monitoring
- Webmail access and administration
- 24x7 Technical Support
- 24x7 Live monitoring
- Domain name registration
- Waived Installation Fee
- Monthly Recurring Charge (MRC) VAT inclusive
- Direct Internet service with Service Level Agreement (SLA) of at least 99.5%
- Two (2) leased line fiber optic link of different location for physical backup link to meet required SLA.

Scope of Work

The scope of work requires the ISP to provide PCMC with Internet Connection using full fiber optic cable with 600Mbps 1:1 bandwidth.

The ISP shall be responsible for:

- i. Installing fiber optic cable from post to Main Distribution Frame (MDF) in MISD-Server Room. This includes the installation of moldings, connectors, PVC, clamps, etc.;
- ii. Terminating the optic fiber cable and conversion box.
- iii. Configuring the router to establish an internet connection;
- iv. Conducting cable signal testing;
- v. Providing a test period of the internet service and submitting reports on network connectivity for review before acceptance;
- vi. Performing any necessary civil works, subject to PCMC's clearance.

Internet Service Provider qualifications

The ISP provider/winning bidder for PCMC's primary internet connection is disqualified.



Internet / Bandwidth capacity

The ISP should have the following:

- At least 90Gbps of International IP Port Capacity
- At least 9 Unique Global Internet Upstream partners for IPV4
- IPV6 ready network
- Diverse internet peer connections in Asia-Singapore, Hong Kong and US-Los Angeles
- At least 5 multiple international internet gateways
- Peered to at least 2 International Exchange Points (IXPs) –AMIX and ANY2
- Peered to at least 3 Local Exchange Points (IXPs) – PHOPENIX, VIX, GIX, PHIX
- Utilizes at least 6 unique submarine cable systems
- Utilizes at least 2 unique submarine cable systems per international POP
- Diverse and distributed cable routes using trans-asia and trans-pacific submarine cable systems with redundancy
- With at least 3 international POPs: 1 in Asia and 2 in the US
- Utilized 5 cable landing stations in the Philippines going outside the country for diversity and redundancy
- With pure IP MPLS Network Backbone
- Provider must build and managed its own a domestic fiber optic backbone network that is used to carry traffic of business customers

Network Facilities

The ISP should have the following:

- The network shall have full redundancy in the physical level, i.e. core switches and multiple gateway routers for guaranteed QOS (quality of service)
- Redundant and geographically connected via 100G core network
- Diverse and geographically connected via 10G network nodes and POP (Point of Presence)
- Must allow full BGP (Border Gateway Protocol) routing on all of the available internet backbone, limited and/or one IP (Internet Protocol) Transit gateway to the internet is not acceptable
- Utilized its own pure fiber end to end, from core network to the last mile facility to deliver the service
- Must have a minimum total uplinks capacity of 70G

Tangibles

The ISP shall provide the following

- Fiber Optic Cable
- Telco Equipment
- Fiber Optic tray
- Fiber to UTP converter
- Hub/Switch (Layer 3 with 48-Port)
- PVC Moldings



Rebates

The ISP shall, upon request of PCMC and after validation of the ISP, credit PCMC the amount corresponding to the period of interruption, provided that the period of interruption shall not be less than 175.2 minutes per month. The computation is as follows:

$$\text{Rebate for the month} = \text{Monthly Rental} \times \frac{\text{Total downtime for the month (in hours)}}{730 \text{ Hrs}}$$

Confidentiality and Non-Disclosure Agreement

The ISP, its employees, officers, and/or agents, shall not disclose the contents of any documents, materials, project manuals, solutions used, or any information that would compromise the position of PCMC and must adhere to the provision of RA 10173 or the Data Privacy Act of 2012. The ISP must maintain the information obtained from the PCMC in strict confidentiality. The ISP, including its employees, officers, and/or agents, who shall be involved in the performance of the activities of the contract, must agree and sign the PCMC's Confidentiality and Non-Disclosure Agreement (See Annex A).

CONFORME:

 Authorized Signatory Contact No:
 Signature over printed name

Name of Company/Firm (where notices will be sent)	Company's Official Email Address	Company's Official Contact No.
--	----------------------------------	--------------------------------



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (STANDARD)

The mutual objective under this Agreement is to provide protection for confidential information while maintaining the parties' ability to conduct their respective business activities. "Confidential Information" is any non-public information disclosed by the Discloser to the Recipient which is expressed to be confidential or which by its nature a reasonable person would understand to be confidential.

The parties herein agree that the following terms apply when one party (Discloser) discloses Confidential Information to the other (Recipient):

1) Method of Disclosure

Confidential Information will be disclosed either:

- a) In writing;
- b) by terms of delivery;
- c) by initiation of access to Confidential Information, such as may be in a database; or
- d) by oral or visual presentation.

2) Obligations

- a) Recipient must not disclose any Confidential Information which may include documents, materials, project manuals, software (applications and platforms used) and hardware inventory lists, solutions used, and or any information that would compromise the position of the Discloser.
- b) Recipient must maintain the Confidential Information obtained from Discloser in strict confidence.
- c) Recipient must use the Discloser's Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement.
- d) Recipient must notify the Discloser promptly of any unauthorized use or disclosure of Discloser's Confidential Information and cooperate with and assist the Discloser in every reasonable way to stop or minimize such unauthorized use or disclosure.
- e) Notwithstanding any provisions hereof, Recipient shall not be liable for use, release or disclosure of any confidential information that:
 - i) is required by judicial action after all available legal remedies to maintain the Confidential Information in secret have been exhausted;
 - ii) is known to Recipient prior to the disclosure to Recipient by Discloser;
 - iii) is independently developed by Recipient or one of its divisions/groups without any breach of this Agreement; or
 - iv) is approved by Discloser for public release.

3) Exceptions to Obligations

- a) already in its possession without obligation of confidentiality;
- b) developed independently without reference to the Discloser's Confidential Information;
- c) obtained from a source other than the Discloser without obligation of confidentiality;
- d) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- e) disclosed by Discloser to another without obligation of confidentiality.



**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(STANDARD)**

This Agreement does not require either party to disclose or receive information.

Only a written agreement signed by both the Discloser and Recipient can modify this Agreement.

This Agreement is the complete and exclusive agreement regarding our disclosures of Confidential Information, and replaces any prior oral or written communications between both parties regarding these disclosures.

In case of breach of the Agreement, Discloser shall have the right to terminate the same. Moreover, each party agrees that if a court of competent jurisdiction determines that the Recipient has breached, or attempted or threatened to breach, any of its confidentiality obligations to the Discloser or the Discloser's proprietary rights, monetary damages will not be an adequate remedy. Accordingly, the Discloser will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

By signing below, each party agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (i.e. photocopy or facsimile) is considered an original.

Agreed to: Philippine Children's Medical Center
Discloser

Agreed to: _____
(Name of Company)

By: _____
Signature over Printed Name

By: _____
Signature over Printed Name

In witness hereof, I hereunto sign my name this _____ day of _____, at
Philippine Children's Medical Center, Quezon City.

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
affiant exhibiting to me his residence certificate no. _____ issued
at _____ on _____.

NOTARY PUBLIC

For Bidders only

This is to certify that our company agrees to the terms of Philippine Children's Medical Center Confidentiality and Non-disclosure Agreement of Supply and Delivery of 1 Gbps Direct Internet Service

CONFORME: _____
Bidder's Authorized Representative
Signature over Printed Name