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INVITATION TO BID

Public access Wi-Fi services through VSAT Technology in the Philippines

ITB No.: ITB/123/PHL-2019

Project: Free Wi-Fi For All (Pipol Konek)

Country: Philippines

Issued on: 11 December 2019

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Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
 - Annex 1 - List of required VSAT sites per province
 - Annex 2 – Templates of Reporting Requirements
 - Annex 3 - Service Level Agreement
- Section 6: Returnable Bidding Forms Form A: Bid Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Bid
- Form F: Price Schedule
- Form G: Form of Bid Security

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by utilizing the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

Issued by

Approved by:

Name: Alka Aneja
Title: Procurement Specialist
Date: **December 11, 2019**

Name: Enrico Gaveglia
Title: Deputy Resident Representative
Date: **December 11, 2019**

Section 2. Instruction to Bidders

GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by</p>

	<p>these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
B. PREPARATION OF BIDS	
5. General Considerations	<p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>

6. Cost of Preparation of Bid	6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Bid	8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Bid Format and Content	10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB. 10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified. 10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS. 10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11. Price Schedule	11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB. 11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12. Bid Security	12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid. 12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.

	<p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 15 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience</p>

	<p>should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Bid	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Bid Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>

18. Clarification of Bid (from the Bidders)	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Bids	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Alternative Bids	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>

C. SUBMISSION AND OPENING OF BIDS

22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> i. Bear the name of the Bidder; ii. Be addressed to UNDP as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
Email and eTendering submissions	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS. <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p>
23. Deadline for Submission of Bids and Late Bids	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the</p>

	submission of Bids.
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
25. Bid Opening	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
D. EVALUATION OF BIDS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Bids	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done)

	<ul style="list-style-type: none"> a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
28. Preliminary Examination	<p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	<p>30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
31. Due diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous

	<p>works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
32. Clarification of Bids	<p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
33. Responsiveness of Bid	<p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Reparable Errors and Omissions	<p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <p>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall</p>

	be rejected.
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form

	<p>available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default</p>
43. Liquidated Damages	<p>43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.</p>
44. Payment Provisions	<p>44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.</p>
45. Vendor Protest	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid. In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will be Conducted Date: 18 December 2019 Time: 1:30 pm to 3:00 pm Location: To be confirmed later
5	16	Bid Validity Period	120 days
6	13	Bid Security	Required in the amount of USD 100,000 Acceptable Forms of Bid Security <ul style="list-style-type: none"> ▪ Bank Guarantee (See Section 8 for template) ▪ Any Bank-issued Check / Cashier's Check / Certified Check
7	41	Advanced Payment upon signing of contract	Maximum up to 20%, against bank guarantee of the same amount
8	42	Liquidated Damages	Will be imposed as follows: <ul style="list-style-type: none"> a) Installation time allowed is 10 months with a grace period of one month's delay. Subject to (b) below, in the event the Contractor fails to comply with the installation time of 11 months, UNDP shall have the right to impose liquidated damages to the Contractor of 1% per week of the contract value of the affected

			<p>sites from the monthly payments due to the Contractor, up to a maximum of 6 weeks.</p> <p>b) Notwithstanding the foregoing, should UNDP or any of UNDP's agents and/or local government units cause a delay that adversely affect the agreed installation time,</p> <p>(i) the Contractor shall claim and UNDP shall grant a reasonable extension of time having due regard to the duration of the delay caused by UNDP; and</p> <p>(ii) UNDP shall suspend liquidated damages mentioned in paragraph (a) above during such period of delay.</p>
9	40	Performance Security	Required in the amount of 5% of the awarded contract value
10	12	Currency of Bid	USD or PHP
11	31	Deadline for submitting requests for clarifications/ questions	7 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Alka Aneja E-mail address: alka.aneja@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering
15	22	Bid Submission Address	https://etendering.partneragencies.org <u>Insert BU Code: PHL10</u> <u>Event ID number: 0000005040</u>

16	22	Electronic submission (eTendering) requirements	<ul style="list-style-type: none"> Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Max. File Size per transmission: 5 MB Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: <p>Ref: ITB/123/PHL-2019</p> <p>Procurement Unit</p> <p>United Nations Development Programme Philippines</p> <p>Rockwell Business Center Sheridan, North Tower,</p> <p>15th Floor Sheridan St. corner, United St.,</p> <p>Brgy. Highway Hills, Mandaluyong, 1554,</p> <p>Metro Manila</p>
17	25	Date, time and venue for the opening of bid	Since this is an e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced <u>technically responsive, eligible and qualified</u> bid.
19		Expected date for commencement of Contract	<i>March 1, 2020</i>
20		Maximum expected duration of contract	UNDP will award initial Contract for 10 months of installation period and minimum of 12 months of services after completion of acceptance test (provision of internet services as per SLA). The services will be renewable on yearly basis for an additional period of 24 months, subject to availability of funds. Services at all sites will end by the 46 th month from the date of contract.
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Goods and/or Services to UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security (if required) submitted as per ITB requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<ul style="list-style-type: none"> ▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer ▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder ▪ Export/Import Licenses, if applicable 	Form B: Bidder Information Form
	<ul style="list-style-type: none"> ▪ The bidder must have a satellite office in the Philippines or a local partner registered as a franchise from Congress as a 	

	Public Telecommunications Entity (PTE) or provisional authority (PA) or a certificate of public convenience and necessity (CPCN) from the National Telecommunications Commission (NTC); or a Value-Added Service (VAS) registration from the NTC for operating as a internet service provider (ISP)	
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience (For JV/Consortium/Association, Leading Partner independently should meet requirement).	Minimum 5 years of relevant experience with minimum 500 VSAT installations, over the last 5 years.	Form D: Qualification Form
	Minimum 5 contracts of similar nature in the deployment of communications network infrastructure in challenging environments over the last five years. (provide complete information on name/contact details of the client, number and year of installations etc – UNDP may contact these previous clients for confirmation)	Form D: Qualification Form
Financial Standing (For JV/Consortium/Association, Leading Partner independently should meet requirement).	a) Minimum average annual turnover of USD 6M for the last 3 years and b) Bidder must demonstrate the current soundness of its financial standing which will be measured through: Quick Ratio – minimum should be 1:1 Solvency ratio – minimum 20% Debt Asset Ratio – maximum 40%	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document. As per Section 5(a)	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.	Form F: Price Schedule Form
Post Qualification	Verification of submitted documents and reference check from previous contracts	
	Site inspection by the technical team to one of the previously installed sites.	

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities

Background

The United Nations Development Program (UNDP) in partnership with the Department of Information and Communications Technology (DICT), Republic of Philippines, aims to accelerate the roll-out of the Free Public Wi-Fi For All Project. The Project is targeted to contribute in closing the digital divide in the Philippines by bringing in viable options for providing internet service to unserved and underserved communities. UNDP is tasked using its National Acceleration Modality to draw international expertise and apply its procurement system for managed services contracts for designated areas that currently have no or limited access to internet in public places. This DICT-UNDP partnership will target expansion of internet access for up to 6,000 additional sites. A contract has already been awarded for the previous Invitation to Bid (ITB-068-PHL-2019) for the first 3,000 sites, whereas this ITB (ITB-123-PHL-2019) is for another 2,000 sites, as the second phase of procurement for the DICT-UNDP partnership.

On August 2, 2017, Republic Act No. 10929 otherwise known as the Free Internet Access in Public Places Act of 2017 was enacted mandating the DICT as the lead implementing agency to oversee the effective and efficient implementation of the Free Public Wi-Fi For All Project. Under the Program, no fees shall be collected from users to connect to public internet access points to be installed in public places throughout the country that may include but not limited to national and local government offices; public basic education institutions; state universities and colleges/ (Technical Education and Skills Development Authority) technology institutions; public hospitals, health centers and rural health units; public parks, plazas, libraries, and barangay reading centers; public airports and seaports; and public transport terminals.

This Invitation to Bid (ITB) is focused on providing Fully Managed VSAT/Internet Connectivity Services to 2,000 sites in 25 provinces, including free Wi-Fi hotspots to a minimum of 775 VSAT sites (549 in remote schools and other remote public places within the list of provinces in Annex 1). The rest will be supplemental sites that are four or more public places within a five-kilometer radius of each VSAT site. The service is for a duration of one (1) year renewable for a maximum period of 24 months.

Schedule of Requirements

1. Contractor will provide all necessary equipment and services to deliver a fully managed VSAT/Wi-Fi Internet Service for 2,000 sites.
2. Out of the 2,000 sites, internet service to a minimum of 775 sites should be provided through VSAT technology. These 775 sites are identified in Annex 1-- (549 in remote schools and other remote public places within the list of provinces in Annex 1). Internet service for remaining sites can be provided through any appropriate technology, including but not limited to VSAT, TV White Space, Point-to-Point IP Radio, etc. transiting through the primary VSAT links. The 775 VSAT sites are identified in Annex 1. The supplemental sites within the five-

kilometer radius of the VSAT sites are to be identified/finalized by UNDP and DICT in consultation with contractor.

3. All equipment will be owned by the Contractor and as such any faulty, damaged and or stolen items should be immediately be replaced by the Contractor to ensure seamless service.
4. Approximately 30% of total sites will require solar power provision intended solely for the internet services equipment.
5. Brochures, manuals, data and other specification sheets for the requirements listed below should be submitted along with the bid proposal for evaluation against the technical requirements stated in these terms of reference.
6. Each site location must conform to the following Required Technical and Functional Specifications. In Form E, bidders are requested to note if they comply with these specifications and to provide explanations of how their proposal fulfils each specification, attaching relevant designs, data sheets for hardware and software to be used in the solution, and any other documents (brochures, manuals, etc.) to demonstrate full compliance:

Component Number	Name	Specifications	
		VSAT Site	Supplemental sites connected through other technologies (Wireless or Wired)
1	Outdoor Unit (ODU)		
1.1.1	Download Data Rate	As determined by the Service Level Agreement (SLA) in Annex 3 with 2 Mbps Download (DL) Throughput with a Committed Information Rate (CIR) of 200 Kbps DL. Accounting for additional supplemental sites (if any) and must be upgradable up to Maximum Capability of Current VSAT Technology. Site throughput should be managed dynamically, providing greater capacity for high utilization sites in real-time.	As determined by the Service Level Agreement (SLA) in Annex 3 with 2 Mbps Download (DL) Throughput with a CIR of 200 Kbps DL. Site throughput should be managed dynamically, providing greater capacity for high utilization sites in real-time.
1.2.1	Upload Data Rate	As determined by the Service Level Agreement (SLA) in Annex 3 with 1 Mbps Upload (UL) Throughput with Committed Information Rate (CIR) of 100 Kbps UL. Accounting for additional supplemental sites (if any) and must be upgradable up to Maximum Capability of Current VSAT Technology. Site throughput should be managed dynamically, providing greater capacity for high utilization sites in real-time.	As determined by the Service Level Agreement (SLA) in Annex 3 with 1 Mbps Upload (UL) Throughput with a Committed Information Rate (CIR) of 100 Kbps UL. Site throughput should be managed dynamically, providing greater capacity for high utilization sites in real-time.
1.3.1	Performance Targets	Minimum performance targets of VSAT networks such as but not limited to availability, bit error rate (BER) and one-way latency.	Same specification as VSAT sites
1.3.2	Availability	80% uptime availability daily between the hours of 6am to 10pm	Same specification as VSAT sites
1.3.3	Bit Error Rate (BER)	Better than 1×10^{-7}	Same specification as VSAT sites
1.3.4	Roundtrip Latency	Less than 800 milliseconds (ms)	Same specification as VSAT sites
1.4	Outdoor Antenna		
1.4.1	Operating Frequency	Can Support Ku and Ka Band, Symmetric (DL and UL in same band).	In accordance with NTC regulations
1.4.2	Outdoor Antenna	Must be properly and securely mounted on most appropriate location and should withstand Philippine weather and seismic	Same specification as VSAT sites

		conditions.	
	Scalability	Consumer Premise Equipment (CPE) encompassing VSAT hardware, modem and wireless access points should be able to handle bandwidth capacity increases to 40 Mbps.	Same specification as VSAT sites
1.5	Environmental		
1.5.1	Temperature	Can operate in Philippine climate and condition.	Same specification as VSAT sites
1.5.2	Humidity	Can operate in Philippine climate and condition.	Same specification as VSAT sites
1.5.3	Physical Protection	Must be protected from severe wind, harmful dust and water, exposed ports must be covered with rubber caps.	Same specification as VSAT sites
2	CONSUMER PREMISE EQUIPMENT (CPE) (MODEM/ ROUTER/ SWITCH)		
2.1	Network Interface		
2.1.1	Ethernet Port	1x RJ-45	Same specification as VSAT sites
2.1.2	Speed	Minimum 100 Mbps	Same specification as VSAT sites
2.1.3	Data Transport Protocols Supported	TCP/IP and UDP	Same specification as VSAT sites
2.1.4	Switch	Required if VSAT site will connect supplemental sites; Must be capable of supporting number of additional sites	N/A
2.2.1	Management Features	Simple Network Management Protocol (SNMP) v2c READ-ONLY	Same specification as VSAT sites
2.2.2		Command Line Interface (CLI) via SERIAL and/or Secure Shell (SSH) ONLY	Same specification as VSAT sites
2.2.3		Network Timing Protocol (Minimum v3)	Same specification as VSAT sites
2.2.4		Dynamic Host Configuration Protocol (DHCP) Server and Relay	Same specification as VSAT sites
2.3	Equipment Enclosure & Security		
2.3.1		Enclosures with Lock and Key	Same specification as VSAT sites
2.3.2		With adequate ventilation for stable operating temperature and humidity condition	Same specification as VSAT sites
2.3.3		Power strip with adequate electrical requirements	Same specification as VSAT sites
2.4	Civil and Electrical Works		
2.4.1	Civil Works	All civil works to be done must be in accordance with the appropriate provisions of the Philippine Building Code	Same specification as VSAT sites
2.4.2	Electrical Works	All electrical installation must be in accordance with the appropriate provisions of the Philippine Electrical Code	Same specification as VSAT sites
3	WIRELESS ACCESS POINTS		
3.1	Quantity of Access Points	One Access Point (AP) per site	Same specification as VSAT sites
3.2	SSID	Must be configured with standard defined SSID provided by DICT	Same specification as VSAT sites
3.3.1	Policy Enforcement	Supports IEEE 802.1X to allow dynamic, port-based security, providing user authentication. Should support DICT's captive portal definition.	Same specification as VSAT sites
3.3.2	Tier-1	Click through (50MB Daily / 1GB Monthly) via MAC address bypass (MAB) authentication	Same specification as VSAT sites
3.3.3	Tier-2	Registration with User Information (email & mobile) (100 MB Daily / 2 GB Monthly)	Same specification as VSAT sites
3.3.4	Tier-3	PKI Service via Philippine National Public	Same specification as VSAT sites

		Key Infrastructure (300 MB Daily / 3 GB Monthly) and conducted in compliance with all relevant data protection and privacy laws (e.g. RA 10173) with regard to personally identifiable information (PII)	
3.3.5	Protocols Supported	Terminal Access Controller Access-Control System Plus (TACACS+) and Remote Authentication Dial-In User Service (RADIUS)	Same specification as VSAT sites
3.4.1	Technical Specifications	Supports concurrent dual-band (2.4 GHz/ 5GHz)	Same specification as VSAT sites
3.4.2		Dedicated and centralized management for all Access Points	Same specification as VSAT sites
3.4.3		Complies with IEEE 802.11ac Wave I	Same specification as VSAT sites
3.4.4		Able to handle concurrent users of up to 50 max without performance issues	Same specification as VSAT sites
3.4.5		At least 2x2 multiple-input-multiple-output (MIMO)	Same specification as VSAT sites
3.4.6		Hotspot 2.0 (Passpoint Wi-Fi Alliance) compliant	Same specification as VSAT sites
3.4.7		Coverage range should be up to 50 meters (for indoor installations) and up to 100 meters (for outdoor installations)	
3.5	Signage	Each site shall display a weatherproof sign, no less than A1 in size of print, compliant to the Communications Standards and Protocols to be prescribed by DICT that shall bare the contact information to be provided by the UNDP. This includes installation. Installation should follow pertinent provisions of Philippine Building Code.	Same specification as VSAT sites
4	POWER SUPPLY		
4.1.1	Power Supply	All sites should be provided with power supply in accordance with Philippine Electrical Code.	Same specification as VSAT sites
4.2.1	Solar Panel	If required: Sufficient power rating to support VSAT components including but not limited to Outdoor Unit, Modem/Router and Wireless Access Point	Same specification as VSAT sites
4.3.1	Power Generator	If required: Sufficient power rating to support VSAT components including but not limited to Outdoor Unit, Modem/Router and Wireless Access Point	Same specification as VSAT sites
4.4.1	Available Power Supply	In cases where the hosting facility is able to provide sufficient electrical power, electric power consumption will be shouldered by the host facility.	Same specification as VSAT sites
4.5.1	Uninterrupted Power Supply	Electric power sustainable for meeting SLA requirement.	Same specification as VSAT sites
	ADD SNMP		
5	HUB		
5.1.1	Internet Connectivity	Internet connectivity will be provided through a direct-to-Internet solution. Direct-to-Internet solutions must meet bandwidth requirements and enforce Fair Use Policy and Captive Portal along with integration to NAC and NMS. In subsequent contract years, Contractor may be directed to terminate traffic at DICT's points of presence of its core network facilities.	Same specification as VSAT sites

5.1.2	Bandwidth (BW) Throughput	Minimum total available bandwidth provided through the hub and transponder must amount to 360 Mbps (Download + Upload) with the assumption of 60% active terminals.	Same specification as VSAT sites
5.2	Service Level Agreement (SLA)	See Annex 3	See Annex 3
5.3.1	Network Management System	Supports complete Network Management System (NMS) for monitoring all VSAT status including but not limited to availability and bandwidth utilization.	Same specification as VSAT sites
5.3.2		Web-front-end should be accessible online via secure communication.	Same specification as VSAT sites
5.3.3		Capable of SNMP polling at least every 5 minutes and the data is retained for a minimum of twelve (12) months.	Same specification as VSAT sites
5.3.4		Supports visualization with live statistics providing near real-time multi-user geographic information system (GIS) map- and table- based network dashboard services for the entire network. Dashboard should also include real-time uptime and penalty calculation based on SLA requirements, and SNMP data feeds should be interoperable to eventually potentially feed into one master management platform.	Same specification as VSAT sites
5.3.5		All metrics must and can be reported on different degrees of granularity such as, but not limited to the following: per access point; per beneficiary site; per locality; per province; per region, among others.	Same specification as VSAT sites
5.3.6		A report which contains the list of devices connected during the span of that month, total data utilization and frequented sites or applications for a specific granularity, e.g. municipality, province, etc., can be automatically submitted every end of the month to a list of emails, as provided by UNDP through the course of the project.	Same specification as VSAT sites
5.3.7		Notification of incidents via E-Mail and/or SMS	Same specification as VSAT sites
5.3.8		Generation of Monthly Reports with Key Metrics such as but not limited to Outage, Bandwidth, Availability and End-User	Same specification as VSAT sites
5.3.9		Ability to install necessary software fix/patch/update to address critical vulnerabilities	Same specification as VSAT sites
5.3.10		Ability to deploy fair use and network management policies to improve quality of service	Same specification as VSAT sites
5.3.11		On a monthly basis, submit a comprehensive report with the following parameters: Network Availability; Network Association Success Rate (Attempted vs Successful Association); Mean-Time-To-Restore (MTTR); Wi-Fi Access Point (AP) Usage AP Occupancy Profile	Same specification as VSAT sites
5.3.12		Any cloud-based service shall comply with standards European Union (EU) Directive 95/46/EC, Service Organization Control (SOC) 2, Payment Card Industry Data	Same specification as VSAT sites

		Security Standard (PCI DSS), ISO9001:2008 and ISO27001:2008; Cloud services' data center shall be tier-1, has a minimum 99.99% availability and complies with Statement on Standards for Attestation Engagements (SSAE) 16 and Statement on Auditing Standards (SAS) 70.	
5.3.13		Hub location must be within the Philippines.	Same specification as VSAT sites.
5.4.1	Internet Security	Internet Security that does not allow any illegal activities such as but not limited to pornographic materials, piracy and other activities that are against the law, all in compliance with national laws (e.g. RA 9775)	Same specification as VSAT sites
5.4.2		Segregated network defined between VSAT and public network	Same specification as VSAT sites
5.5	Use of Data		
		Use of any or all data generated by project shall be subject to the prior written approval of UNDP/DICT, and other pertinent government rules and regulations	Same specification as VSAT sites
		Information shared, transmitted and provided to between the contractor and UNDP shall not be disclosed to any third party	Same specification as VSAT sites
		Contractor must comply with all relevant data protection and privacy laws (e.g. RA 10173) with regard to personally identifiable information (PII)	Same specification as VSAT sites
6	Installation and Deployment Standards		
6.1.1	Personnel Safety	Personal Protective Equipment must be worn during installation of the equipment. Safety procedure must be followed pursuant to Occupational Safety and Health Standard Law (RA11058)	Same specification as VSAT sites
6.2.1	ODU and CPE	Must be properly and securely mounted on most appropriate location and should withstand Philippine weather conditions	Same specification as VSAT sites
6.3.1	Conduits	Cables such as but not limited to electrical and data must be enclosed in a conduit rated in accordance to the environment exposure	Same specification as VSAT sites
6.3.2		Must be large enough to accommodate another line in case of additional cabling requirement	Same specification as VSAT sites
7	Personnel and Project Team Operations		
7.1.1	Project Manager	Project Manager managing similar size project of concurrent multiple installations.	Same specification as VSAT sites
7.1.2		Knowledgeable of at least one Project Management Framework and/ or minimum of five years similar experience in managing contract of similar scope.	Same specification as VSAT sites
7.2.1	Regional Team Leaders	Contact person assigned to specific region	Same specification as VSAT sites
7.2.2		Must not be assigned to another region	Same specification as VSAT sites
7.3.1	Network Engineer	Must have working knowledge of VSAT installation, deployment, configuration and maintenance	Same specification as VSAT sites
7.4.1	Safety Engineer	Must have a working knowledge of Environment, Health and Safety standards	Same specification as VSAT sites
7.5.1	Team Reporting and Coordination	Provide Project Management Organizational Chart which includes assigned Team Leaders per Province with contact numbers, including	Same specification as VSAT sites

		sufficient number of personnel to support simultaneous installation, integration and operation	
7.6.1	Training	Team to provide training on monitoring and reporting to UNDP and DICT on technical aspects of the network	Same specification as VSAT sites
7.7.1	Reporting and Management	Provide an electronic document management (EDM) system and workflow approval system to track all activities and reports by site	Same specification as VSAT sites
8	Implementation and timelines		
8.1.1	Implementation plan	<p>Submit Deployment Strategy including Implementation Schedule with S-Curve. Schedule should be supported by Equipment, Materials and Manpower Schedules.</p> <p>The bidders should provide detailed description of how required services will be delivered, keeping in mind the appropriateness to local conditions and environment.</p> <p>The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.</p>	Same specification as VSAT sites
8.1.2		The proposal should clearly explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed subcontractors and how everyone will function as a team.	Same specification as VSAT sites
8.2	Timelines for Installation	<p>Bidders are expected to submit a detailed implementation plan including a Gantt Chart or Project Schedule on installation and commissioning / go-live.</p> <p>Timelines for installation of all 2,000 sites is 10 months. Adherence to these timelines is mandatory and an essential eligibility criterion.</p> <p>Liquidated damages as per section 3, bid data sheet number 8 will be linked to these timelines for installation.</p>	Same specification as VSAT sites
8.3	Timelines for Service	<p>Service will be considered initiated as soon as FTA is completed.</p> <p>Please refer to the payment terms and Conditions for release of payment of Form 5(b)</p>	Same specification as VSAT sites
9	Final Testing		
9.1.1	Final Testing	<p>Contractor will complete physical site survey of each site prior to installation construction. UNDP will approve site survey report in order for contractor to conduct physical site installation.</p> <p>Upon completion of physical site installation, a physical site installation report shall be submitted to UNDP. This shall serve as basis for any corrections prior to or during acceptance. Proper engineering practice for the installation of the site is a part of the acceptance.</p>	Same specification as VSAT sites

		<p>Final Testing and Acceptance (FTA) by UNDP/DICT will be performed only after contract has submitted report confirming Internet connectivity has been established.</p> <p>The Contractor must provide all documentation necessary as part of the FTA, including test results and brochures. Please refer to Annex 2 for the Templates of Reporting Requirements.</p>	
10	Quality of Service		
10.1		<p>Must implement an industry standard QoS scheme prioritizing end-user experience.</p> <p>Priority 1 - Browsing (HTTP/HTTPS)</p> <p>Priority 2 - Social Media</p> <p>Priority 3 - Audio/Video Streaming</p>	Same specification as VSAT sites
11	Fault Management		
11.1		Fault Management shall be proactively initiated by the Contractor. Ownership remains with the Contractor's Network Operating Center (NOC) and shall be integrated with the DICT Network Management System.	Same specification as VSAT sites
11.2.1	HelpDesk/System	Contractor shall provide full access to an industry grade Incident Management System where all Incident Tickets (IT) are recorded and updated operating on a 8x5 basis with telephone call support. Root-Cause Analysis shall also accompany each IT. Contractor shall also provide a public facing complaints hotline (SMS/phone/email) for the public to report outages and this contact info will be posted on the site signage. Automatic notifications will be transmitted to UNDP and the contractor as complaints are submitted.	Same specification as VSAT sites
11.2.2		Incident Notification (5.3.7) shall be immediately reported with corresponding Incident Ticket Number.	Same specification as VSAT sites
11.2.3		HelpDesk staff should be fluent in English and Filipino.	Same specification as VSAT sites
11.3	Preventive Maintenance	Contractor shall decide on preventive maintenance plan to ensure VSAT equipment are operating in peak condition. A copy of report shall be submitted to UNDP.	Same specification as VSAT sites

7. Project Management - The proposed implementation schedule will be the basis of monitoring during weekly meetings with UNDP Free Wi-Fi For All Program Management Unit (PMU), and relevant DICT operations teams (such as Free Wi-Fi Project Management Team (PMT), Regional/Provincial Operations Office teams and partners). The successful service provider will be expected to:

- a. Coordinate with UNDP and DICT Free Wi-Fi Project Management Team, Free Wi-Fi Network Operations Center, Regional/Provincial Operations Office team.

b. Coordinate with Local Government and Site Coordinators/Focal Persons

8. Note that while VSAT sites are identified in Annex 1, upon completion of full site surveys by the contractor, final VSAT sites may change due to new information, or may be moved in subsequent years due to changes to network infrastructure availability in the vicinity of the VSAT site.
9. Contractor should inform UNDP if there are delays in deployment beyond their control i.e. force majeure, peace and order situations, etc. After this, UNDP and the contractor will agree on a revised implementation plan

Section 5b: Other Related Requirements

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Exact Address of Delivery/Installation Location	Annex 1 - List of sites per province
Service Level Agreement	Annex 3 - Service Level Agreement
After-sale services Requirements	<input checked="" type="checkbox"/> Technical Support as per SLA
Payment Terms	All other payments to be made within 30 days upon submission of invoice and certification that work was completed
Conditions for Release of Payment	<p>1st Payment: Bidders can opt for advance payment against bank guarantee of same amount (upon the signing of contract); This advance money will be deducted from each monthly payment until the full amount is recovered by UNDP.</p> <p>2nd Payment: 2% of total contract value upon a) completion of field survey of all sites and b) submission of final network design and detailed implementation timelines by selected supplier AND c) acceptance of network design by UNDP /DICT.</p> <p>Monthly Payments: monthly payment based on progress billing upon activation of sites less percent recovery cost of 1st and 2nd payments, as applicable:</p> <ul style="list-style-type: none"> • New sites: <ul style="list-style-type: none"> ○ Contractor submits the list of sites lit up during previous month for FTA by 10th of the month; ○ UNDP/DICT conducts FTA until 20th of each month • Live sites: <ul style="list-style-type: none"> ○ Contractor submits a Proforma invoice including SLA computation by the 10th of the month ○ UNDP issues a certificate of completion and verifies SLA computation by 20th of the month • All eligible (new+ live) sites <ul style="list-style-type: none"> ○ Contractor to submit invoice by the 30th of the month ○ If necessary, appropriate adjustments made on the succeeding month

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form G: Form of Bid Security	
▪ [Add other forms as necessary]	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Price Schedule:

▪ Form F: Price Schedule Form	<input type="checkbox"/>
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Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company have a written Statement of its Environmental Policy? <i>(If yes, provide a Copy)</i>	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may	Name and Title: [Complete]

contact for requests for clarifications during Bid evaluation	Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder ▪ Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney. ▪ Export Licenses, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

SECTION 2: Scope of Supply, Technical Specifications, and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

COMPLIANCE SHEET
(Please fill in and submit with your bid)

Component Number	Name	Specifications	
		VSAT Site	Supplemental sites connected through other technologies (Wireless or Wired)
1	Outdoor Unit (ODU)		
1.1.1	Download Data Rate	As determined by the Service Level Agreement (SLA) in Annex 3 with 2 Mbps Download (DL) Throughput with a Committed Information Rate (CIR) of 200 Kbps DL. Accounting for additional supplemental sites (if any) and must be upgradable up to Maximum Capability of Current VSAT Technology. Site throughput should be managed dynamically, providing greater capacity for high utilization sites in real-time.	As determined by the Service Level Agreement (SLA) in Annex 3 with 2 Mbps Download (DL) Throughput with a CIR of 200 Kbps DL. Site throughput should be managed dynamically, providing greater capacity for high utilization sites in real-time.
1.2.1	Upload Data Rate	As determined by the Service Level Agreement (SLA) in Annex 3 with 1 Mbps Upload (UL) Throughput with Committed Information Rate (CIR) of 100 Kbps UL. Accounting for additional supplemental sites (if any) and must be upgradable up to Maximum Capability of Current VSAT Technology. Site throughput should be managed dynamically, providing greater capacity for high utilization sites in real-time.	As determined by the Service Level Agreement (SLA) in Annex 3 with 1 Mbps Upload (UL) Throughput with a Committed Information Rate (CIR) of 100 Kbps UL. Site throughput should be managed dynamically, providing greater capacity for high utilization sites in real-time.
1.3.1	Performance Targets	Minimum performance targets of VSAT networks such as but not limited to availability, bit error rate (BER) and one-way latency.	Same specification as VSAT sites
1.3.2	Availability	80% uptime availability daily between the hours of 6am to 10pm	Same specification as VSAT sites
1.3.3	Bit Error Rate (BER)	Better than 1×10^{-7}	Same specification as VSAT sites
1.3.4	Roundtrip Latency	Less than 800 milliseconds (ms)	Same specification as VSAT sites
1.4	Outdoor Antenna		
1.4.1	Operating Frequency	Can Support Ku and Ka Band, Symmetric (DL and UL in same band).	In accordance with NTC regulations
1.4.2	Outdoor Antenna	Must be properly and securely mounted on most appropriate location and should withstand Philippine weather and seismic conditions.	Same specification as VSAT sites
	Scalability	Consumer Premise Equipment (CPE) encompassing VSAT hardware, modem and wireless access points should be able to handle bandwidth capacity increases to 40 Mbps.	Same specification as VSAT sites
1.5	Environmental		
1.5.1	Temperature	Can operate in Philippine climate and condition.	Same specification as VSAT sites
1.5.2	Humidity	Can operate in Philippine climate and condition.	Same specification as VSAT sites
1.5.3	Physical Protection	Must be protected from severe wind, harmful dust and water, exposed ports must be covered with rubber caps.	Same specification as VSAT sites
2	CONSUMER PREMISE EQUIPMENT (CPE) (MODEM/ ROUTER/ SWITCH)		
2.1	Network Interface		

2.1.1	Ethernet Port	1x RJ-45	Same specification as VSAT sites
2.1.2	Speed	Minimum 100 Mbps	Same specification as VSAT sites
2.1.3	Data Transport Protocols Supported	TCP/IP and UDP	Same specification as VSAT sites
2.1.4	Switch	Required if VSAT site will connect supplemental sites; Must be capable of supporting number of additional sites	N/A
2.2.1	Management Features	Simple Network Management Protocol (SNMP) v2c READ-ONLY	Same specification as VSAT sites
2.2.2		Command Line Interface (CLI) via SERIAL and/or Secure Shell (SSH) ONLY	Same specification as VSAT sites
2.2.3		Network Timing Protocol (Minimum v3)	Same specification as VSAT sites
2.2.4		Dynamic Host Configuration Protocol (DHCP) Server and Relay	Same specification as VSAT sites
2.3	Equipment Enclosure & Security		
2.3.1		Enclosures with Lock and Key	Same specification as VSAT sites
2.3.2		With adequate ventilation for stable operating temperature and humidity condition	Same specification as VSAT sites
2.3.3		Power strip with adequate electrical requirements	Same specification as VSAT sites
2.4	Civil and Electrical Works		
2.4.1	Civil Works	All civil works to be done must be in accordance with the appropriate provisions of the Philippine Building Code	Same specification as VSAT sites
2.4.2	Electrical Works	All electrical installation must be in accordance with the appropriate provisions of the Philippine Electrical Code	Same specification as VSAT sites
3	WIRELESS ACCESS POINTS		
3.1	Quantity of Access Points	One Access Point (AP) per site	Same specification as VSAT sites
3.2	SSID	Must be configured with standard defined SSID provided by DICT	Same specification as VSAT sites
3.3.1	Policy Enforcement	Supports IEEE 802.1X to allow dynamic, port-based security, providing user authentication. Should support DICT's captive portal definition.	Same specification as VSAT sites
3.3.2	Tier-1	Click through (50MB Daily / 1GB Monthly) via MAC address bypass (MAB) authentication	Same specification as VSAT sites
3.3.3	Tier-2	Registration with User Information (email & mobile) (100 MB Daily / 2 GB Monthly)	Same specification as VSAT sites
3.3.4	Tier-3	PKI Service via Philippine National Public Key Infrastructure (300 MB Daily / 3 GB Monthly) and conducted in compliance with all relevant data protection and privacy laws (e.g. RA 10173) with regard to personally identifiable information (PII)	Same specification as VSAT sites
3.3.5	Protocols Supported	Terminal Access Controller Access-Control System Plus (TACACS+) and Remote Authentication Dial-In User Service (RADIUS)	Same specification as VSAT sites
3.4.1	Technical Specifications	Supports concurrent dual-band (2.4 GHz/ 5GHz)	Same specification as VSAT sites
3.4.2		Dedicated and centralized management for all Access Points	Same specification as VSAT sites
3.4.3		Complies with IEEE 802.11ac Wave I	Same specification as VSAT sites
3.4.4		Able to handle concurrent users of up to 50 max without performance issues	Same specification as VSAT sites

3.4.5		At least 2x2 multiple-input-multiple-output (MIMO)	Same specification as VSAT sites
3.4.6		Hotspot 2.0 (Passpoint Wi-Fi Alliance) compliant	Same specification as VSAT sites
3.4.7		Coverage range should be up to 50 meters (for indoor installations) and up to 100 meters (for outdoor installations)	
3.5	Signage	Each site shall display a weatherproof sign, no less than A1 in size of print, compliant to the Communications Standards and Protocols to be prescribed by DICT that shall bare the contact information to be provided by the UNDP. This includes installation. Installation should follow pertinent provisions of Philippine Building Code.	Same specification as VSAT sites
4	POWER SUPPLY		
4.1.1	Power Supply	All sites should be provided with power supply in accordance with Philippine Electrical Code.	Same specification as VSAT sites
4.2.1	Solar Panel	If required: Sufficient power rating to support VSAT components including but not limited to Outdoor Unit, Modem/Router and Wireless Access Point	Same specification as VSAT sites
4.3.1	Power Generator	If required: Sufficient power rating to support VSAT components including but not limited to Outdoor Unit, Modem/Router and Wireless Access Point	Same specification as VSAT sites
4.4.1	Available Power Supply	In cases where the hosting facility is able to provide sufficient electrical power, electric power consumption will be shouldered by the host facility.	Same specification as VSAT sites
4.5.1	Uninterrupted Power Supply	Electric power sustainable for meeting SLA requirement.	Same specification as VSAT sites
	ADD SNMP		
5	HUB		
5.1.1	Internet Connectivity	Internet connectivity will be provided through a direct-to-Internet solution. Direct-to-Internet solutions must meet bandwidth requirements and enforce Fair Use Policy and Captive Portal along with integration to NAC and NMS. In subsequent contract years, Contractor may be directed to terminate traffic at DICT's points of presence of its core network facilities.	Same specification as VSAT sites
5.1.2	Bandwidth (BW) Throughput	Minimum total available bandwidth provided through the hub and transponder must amount to 360 Mbps (Download + Upload) with the assumption of 60% active terminals.	Same specification as VSAT sites
5.2	Service Level Agreement (SLA)	See Annex 3	See Annex 3
5.3.1	Network Management System	Supports complete Network Management System (NMS) for monitoring all VSAT status including but not limited to availability and bandwidth utilization.	Same specification as VSAT sites
5.3.2		Web-front-end should be accessible online via secure communication.	Same specification as VSAT sites
5.3.3		Capable of SNMP polling at least every 5 minutes and the data is retained for a minimum of twelve (12) months.	Same specification as VSAT sites
5.3.4		Supports visualization with live statistics	Same specification as VSAT sites

		providing near real-time multi-user geographic information system (GIS) map-and table- based network dashboard services for the entire network. Dashboard should also include real-time uptime and penalty calculation based on SLA requirements, and SNMP data feeds should be interoperable to eventually potentially feed into one master management platform.	
5.3.5		All metrics must and can be reported on different degrees of granularity such as, but not limited to the following: per access point; per beneficiary site; per locality; per province; per region, among others.	Same specification as VSAT sites
5.3.6		A report which contains the list of devices connected during the span of that month, total data utilization and frequented sites or applications for a specific granularity, e.g. municipality, province, etc., can be automatically submitted every end of the month to a list of emails, as provided by UNDP through the course of the project.	Same specification as VSAT sites
5.3.7		Notification of incidents via E-Mail and/or SMS	Same specification as VSAT sites
5.3.8		Generation of Monthly Reports with Key Metrics such as but not limited to Outage, Bandwidth, Availability and End-User	Same specification as VSAT sites
5.3.9		Ability to install necessary software fix/patch/update to address critical vulnerabilities	Same specification as VSAT sites
5.3.10		Ability to deploy fair use and network management policies to improve quality of service	Same specification as VSAT sites
5.3.11		On a monthly basis, submit a comprehensive report with the following parameters: Network Availability; Network Association Success Rate (Attempted vs Successful Association); Mean-Time-To-Restore (MTTR); Wi-Fi Access Point (AP) Usage AP Occupancy Profile	Same specification as VSAT sites
5.3.12		Any cloud-based service shall comply with standards European Union (EU) Directive 95/46/EC, Service Organization Control (SOC) 2, Payment Card Industry Data Security Standard (PCI DSS), ISO9001:2008 and ISO27001:2008; Cloud services' data center shall be tier-1, has a minimum 99.99% availability and complies with Statement on Standards for Attestation Engagements (SSAE) 16 and Statement on Auditing Standards (SAS) 70.	Same specification as VSAT sites
5.3.13		Hub location must be within the Philippines.	Same specification as VSAT sites.
5.4.1	Internet Security	Internet Security that does not allow any illegal activities such as but not limited to pornographic materials, piracy and other activities that are against the law, all in compliance with national laws (e.g. RA 9775)	Same specification as VSAT sites
5.4.2		Segregated network defined between VSAT and public network	Same specification as VSAT sites
5.5	Use of Data		

		Use of any or all data generated by project shall be subject to the prior written approval of UNDP/DICT, and other pertinent government rules and regulations	Same specification as VSAT sites
		Information shared, transmitted and provided to between the contractor and UNDP shall not be disclosed to any third party	Same specification as VSAT sites
		Contractor must comply with all relevant data protection and privacy laws (e.g. RA 10173) with regard to personally identifiable information (PII)	Same specification as VSAT sites
6	Installation and Deployment Standards		
6.1.1	Personnel Safety	Personal Protective Equipment must be worn during installation of the equipment. Safety procedure must be followed pursuant to Occupational Safety and Health Standard Law (RA11058)	Same specification as VSAT sites
6.2.1	ODU and CPE	Must be properly and securely mounted on most appropriate location and should withstand Philippine weather conditions	Same specification as VSAT sites
6.3.1	Conduits	Cables such as but not limited to electrical and data must be enclosed in a conduit rated in accordance to the environment exposure	Same specification as VSAT sites
6.3.2		Must be large enough to accommodate another line in case of additional cabling requirement	Same specification as VSAT sites
7	Personnel and Project Team Operations		
7.1.1	Project Manager	Project Manager managing similar size project of concurrent multiple installations.	Same specification as VSAT sites
7.1.2		Knowledgeable of at least one Project Management Framework and/ or minimum of five years similar experience in managing contract of similar scope.	Same specification as VSAT sites
7.2.1	Regional Team Leaders	Contact person assigned to specific region	Same specification as VSAT sites
7.2.2		Must not be assigned to another region	Same specification as VSAT sites
7.3.1	Network Engineer	Must have working knowledge of VSAT installation, deployment, configuration and maintenance	Same specification as VSAT sites
7.4.1	Safety Engineer	Must have a working knowledge of Environment, Health and Safety standards	Same specification as VSAT sites
7.5.1	Team Reporting and Coordination	Provide Project Management Organizational Chart which includes assigned Team Leaders per Province with contact numbers, including sufficient number of personnel to support simultaneous installation, integration and operation	Same specification as VSAT sites
7.6.1	Training	Team to provide training on monitoring and reporting to UNDP and DICT on technical aspects of the network	Same specification as VSAT sites
7.7.1	Reporting and Management	Provide an electronic document management (EDM) system and workflow approval system to track all activities and reports by site	Same specification as VSAT sites
8	Implementation and timelines		
8.1.1	Implementation plan	Submit Deployment Strategy including Implementation Schedule with S-Curve. Schedule should be supported by Equipment, Materials and Manpower Schedules.	Same specification as VSAT sites

		<p>The bidders should provide detailed description of how required services will be delivered, keeping in mind the appropriateness to local conditions and environment.</p> <p>The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.</p>	
8.1.2		<p>The proposal should clearly explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed subcontractors and how everyone will function as a team.</p>	Same specification as VSAT sites
8.2	Timelines for Installation	<p>Bidders are expected to submit a detailed implementation plan including a Gantt Chart or Project Schedule on installation and commissioning / go-live.</p> <p>Timelines for installation of all 2,000 sites is 10 months. Adherence to these timelines is mandatory and an essential eligibility criterion.</p> <p>Liquidated damages as per section 3, bid data sheet number 8 will be linked to these timelines for installation.</p>	Same specification as VSAT sites
8.3	Timelines for Service	<p>Service will be considered initiated as soon as FTA is completed.</p> <p>Please refer to the payment terms and Conditions for release of payment of Form 5(b)</p>	Same specification as VSAT sites
9	Final Testing		
9.1.1	Final Testing	<p>Contractor will complete physical site survey of each site prior to installation construction. UNDP will approve site survey report in order for contractor to conduct physical site installation.</p> <p>Upon completion of physical site installation, a physical site installation report shall be submitted to UNDP. This shall serve as basis for any corrections prior to or during acceptance. Proper engineering practice for the installation of the site is a part of the acceptance.</p> <p>Final Testing and Acceptance (FTA) by UNDP/DICT will be performed only after contract has submitted report confirming Internet connectivity has been established.</p> <p>The Contractor must provide all documentation necessary as part of the FTA, including test results and brochures. Please refer to Annex 2 for the Templates of Reporting Requirements.</p>	Same specification as VSAT sites
10	Quality of Service		
10.1		<p>Must implement an industry standard QoS scheme prioritizing end-user experience.</p> <p>Priority 1 - Browsing (HTTP/HTTPS)</p>	Same specification as VSAT sites

		Priority 2 - Social Media	
		Priority 3 - Audio/Video Streaming	
11	Fault Management		
11.1		Fault Management shall be proactively initiated by the Contractor. Ownership remains with the Contractor's Network Operating Center (NOC) and shall be integrated with the DICT Network Management System.	Same specification as VSAT sites
11.2.1	HelpDesk/System	Contractor shall provide full access to an industry grade Incident Management System where all Incident Tickets (IT) are recorded and updated operating on a 8x5 basis with telephone call support. Root-Cause Analysis shall also accompany each IT. Contractor shall also provide a public facing complaints hotline (SMS/phone/email) for the public to report outages and this contact info will be posted on the site signage. Automatic notifications will be transmitted to UNDP and the contractor as complaints are submitted.	Same specification as VSAT sites
11.2.2		Incident Notification (5.3.7) shall be immediately reported with corresponding Incident Ticket Number.	Same specification as VSAT sites
11.2.3		HelpDesk staff should be fluent in English and Filipino.	Same specification as VSAT sites
11.3	Preventive Maintenance	Contractor shall decide on preventive maintenance plan to ensure VSAT equipment are operating in peak condition. A copy of report shall be submitted to UNDP.	Same specification as VSAT sites

Other Related services and requirements <i>(based on the information provided in Section 5b)</i>	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	
Exact Address of Delivery/Installation Location			
Service Level Agreement			
After-sale services Requirements			
Payment Terms			
Conditions for Release of Payment			

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and

designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
Professional certifications	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i></p> <p>[Insert]</p>
References	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder is required to prepare the Price Schedule following the below format. Comparison of total price will be based on the total cost proposed for 36 months of managed internet services at 2000 sites with minimum of 775 VSAT installations. The per site cost should be all inclusive of the cost of equipment, transportation, installation, commissioning and operations as detailed in Form 5(a) and 5(b).

Currency of the Bid: [Insert Currency]

Price Schedule

Item #	Description	UOM	Quantity (a)	Monthly Unit Price (b)	Total Price (c) a x b x 36
1.	Provision of Internet services satisfying technical specifications as per the Sections 5(a) and 5(b) and SLA at Annex-3 a) 2000 sites (from the list of sites provided at Annex-1) b) 775 sites through VSAT c) duration of 36 months*	Each site	2000		
GRAND TOTAL					

Note : UNDP contract will be issued based on aggregate price of 2000 sites as stated in (c) above. The unit price of per site per month, as quoted in (b) above, will be used for payment in the installation period depending on sites completed.

*Any contract renewals, beyond the 46 (10 months of installation and 36 months of managed services) month term of the contract, would be subject to review of revised pricing options for all segments of internet connectivity (international gateway, transponder connectivity between hub to VSAT terminals, etc).

Bidders are requested to provide costs per below table. The below costs will not be considered in the financial evaluation or for arriving at total contract value. If UNDP/DICT requests the service provider for any relocation or cancellation of live sites within the contract duration, the costs thus indicated will be paid by UNDP.

Currency of the Bid: [Insert Currency]

Per Site Cost of Relocation of live site	
Per Site Cost of Cancellation of live site within 1 st year of services	
Per Site Cost of Cancellation of live site after 1 st year of services if contract is renewed for subsequent years	

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

FORM G: Form of Bid Security

**Bid Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated [Click here to enter a date.](#) to execute goods and/or services [Insert Title of Goods and/or Services] (hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security if the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bids;
- c) Fails to comply with UNDP's variation of requirement, as per ITB instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]