



30 March 2022

ASTI - BIDS AND AWARDS COMMITTEE

SUPPLEMENTAL BULLETIN NO. BAC-2022-03-010

SUPPLY, DELIVERY, AND INSTALLATION OF 10GBPS LOCAL TRANSPORT TO MK2 DATA CENTER AND 25MBPS LOCAL TRANSPORT TO UP CEBU FOR NINE (9) MONTHS (FROM 01 APRIL 2022 TO 31 DECEMBER 022)

The ASTI Bids and Awards Committee (BAC) issues this Supplemental/Bid Bulletin to clarify, modify or amend items in the Bidding Documents and to reply to queries raised by the potential bidders through letters/emails for the information of all bidders for the procurement of:

Item:	Supply, Delivery, and Installation of 10Gbps Local Transport to MK2 Data Center and 25mbps Local Transport to UP Cebu for Nine (9) Months (from 01 April 2022 to 31 December 022)
Approved Budget for the Contract:	Seven Million One Hundred Ninety-Five Thousand Three Hundred Twenty Pesos Only (P7,195,320.00)
Invitation to Bid No.:	22-03-3777 dated 17 March 2022
Purchase Request No.:	GAA-22-02-13281 dated 28 February 2022
Published Date (PhilGEPS):	18 March 2022 8535754

A. AMENDMENT TO PROCUREMENT DETAILS AND FORMS

REFERENCE	AMENDMENT/CHANGE/CLARIFICATION
NOT APPLICABLE	NOT APPLICABLE

B. RESPONSE TO QUERIES

QUERY/ISSUE	BAC/END-USER RESPONSE/CLARIFICATION
What are the documents required and the process for collection of payment and Who will be the SPOC for the agency on the matters of billing and collection?	Payment shall proceed, once the link has been accepted. Requirements for the link acceptance are stated under Section 2.22 of the Technical Specifications. Kindly note that the payment shall only cover from link acceptance date until 31 December 2022.
Rights of the supplier on suspension, disconnection, or termination of service in the event of non-payment/delayed payment after the 60-day payment term, can we include a mutual clause on termination or suspension of agreement in the event of material breach of obligation of either party, subject to a 30-day cure period and if despite notice the same has not been cured either party may terminate the contract?	Please be informed that all the provisions of Republic Act (RA) No. 9184 and its 2016 revised Implementing Rules and Regulations (IRR), including its Generic Procurement Manuals and associated policies, rules and regulations shall be the primary source for the bidding and contract implementation requirements of Procurement Projects. Therefore, as prescribed by the Guidelines on Termination of Contracts in Annex "I" of the 2016 Revised IRR of RA No. 9184, a contractor may only terminate its services under the following circumstances: E. Termination by Contractor/Consultant 1. <u>In contracts for Infrastructure Projects:</u>

	<p>The Contractor may terminate its contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:</p> <ul style="list-style-type: none"> a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of the contract; or b) The prosecution of the work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense. <p>2. <u>In contracts for Consulting Services:</u></p> <p>The Consultant may terminate its agreement with the Procuring Entity if the latter is in material breach of its obligations pursuant to the contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach.</p>
<p>Will the Procuring Entity extend the contract period to cover the number of days allocated for the implementation of service?</p>	<p>Contract period shall remain from the link acceptance until 31 December 2022. However, please take note that the link is subjected for possible renewal as stated in Section 2.23 of the Technical Specifications.</p>
<p>May we ask if the Incidental Services under Section V. Special Conditions of Contract is applicable?</p>	<p>We'll be retaining the details on the Incidental Services, with a justification of "Considering the definition of the Incidental Services, which includes activities related to the installation and providing technical assistance (maintenance), we'll have to retain this section as this is part of the delivery of the local transport"</p>
<p>Who owns the equipment at the end of the term?</p>	<p>Equipment to be provided in reference to the supply and delivery of the local loop are owned by the supplier. Should the local transport be terminated, supplier must pull out their equipment.</p>
<p>What if we are utilizing our own facility? Does this mean we don't need the "joint attachment" documents required?</p>	<p>Please be informed that under Section 21.2 of the Bid Data Sheet, the Prospective Bidder/s may opt to submit EITHER document / proof that link is serviceable and has available capacity to accommodate said link OR Joint Pole Agreement with electronic cooperative or equivalent.</p>
<p>May we know who is/are the existing provider for both links?</p>	<p>For the Local Transport to MK2 Data Center, we have Globe/Innove as its existing supplier. Since</p>

	<p>there is an existing supplier, the network diagram to be submitted by the service provider must be different from the existing.</p> <p>For the UP Cebu, there is no existing supplier for this Local Transport yet.</p>
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ADDITIONAL INSTRUCTION/S: Prospective bidder/s are required to **amend** the form to update existing information. **Non-compliance with this requirement shall be ground for disqualification.**

Please be guided accordingly.

Prepared by:


VICTORIA VIVIAN V. VICTORINO
Member, BAC Secretariat 

Approved by:


BAYANI BENJAMIN R. LARA
Chairperson, BAC 