

**PROJECT: SUBSCRIPTION OF 3x400 MBPS PRIMARY CORPORATE INTERNET ACCESS FOR MAIN OFFICE AND DISASTER RECOVERY SITE FOR ONE (1) YEAR**

**RESPONSES TO WRITTEN QUERIES AND QUERIES/CLARIFICATIONS RAISED DURING THE PRE-BID CONFERENCE:**

**A. QUERIES/CLARIFICATIONS RAISED DURING THE PRE-BID CONFERENCE**

|   | Query/Clarifications  | TWG/BAC Reply  |
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| 1 | <b>For the Delivery Period</b> , the first slide stated that it should be completed within sixty (60) calendar days while during the presentation, forty-five (45) days were indicated as the delivery period. Can you please clarify which one will be followed? | The delivery period is within forty-five (45) calendar days upon receipt of Notice to Proceed and signed contract for Lots 1-3.  |
| 2 | <b>For Internet Service Providers (ISP)</b> , if there are four (4) participants and 3 ISP is needed, are you going to choose the three (3) lowest calculated bids?   | Yes, we are going to get the three (3) lowest calculated bids of all the lots.   |
| 3 | <b>For Single Largest Completed Contract (SLCC)</b> , we just want to clarify the definition of SLCC. Is it 50% of the approved budget for the contract (ABC)? Should it be per lot of SLCC or ABC?   | It should be 50% of per Lot.   |
| 4 | <b>For the Distribution of Bandwidth between Disaster Recovery (DR) and Head Office</b> , what is the initial distribution for the aggregated 400? Is it 200-200?   | Currently, we have an existing 100 to DR and 200 at Main Office. If we are going to maintain this, the maximum bandwidth is thereby located at the Main Office. It might be 400-0 or 100-300 distribution. |
| 5 | <b>For Technical Specifications</b> , it is stated in Section 2.2.5 that in the event that the accumulated SSS credits exceeds 50% of SSS total annual charges, SSS shall have the option to cancel the contract at anytime without penalty. Our                  | No. We maintain our requirement.   |

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|   | legal would like to know if it is possible to delete or relax this requirement?  |   |
| 6 | <b>For Renewal of Contract under Section 4, which states that unless terminated officially thru written notice,</b> our Legal would also like to clarify if either party can terminate the contract during their renewals?   | Section III of Annex I of RIRR of RA 9184 provides for the grounds for termination of contract. Based thereon, the Procuring Entity may terminate the contract due to default, insolvency, or convenience. However, the law does not provide for instances when termination by the Supplier (Goods) may be made. Thus, it is submitted that only the Procuring Entity may terminate the Agreement based on the grounds under the law. |
| 7 | <b>For Upgrading of Bandwidth,</b> as per item 1.4, it is noted that the bandwidth is upgradeable to 800 Mbps wherein item 1.9 states that it must be able to increase its capacity up to 600 Mbps. What is exactly the bandwidth capacity needed for the upgrade? | It is for baseline purposes only for around 1– 2 weeks. When we launch an application, we are requesting the service provider to have enough capacity to deliver the requirements and upgrade the bandwidth for baselining of the new app. This is for us to see the extent of our utilization for the new application.   |
| 8 | <b>For Location of Sites,</b> are you going to provide us the floor plan?<br><br>Will you allow us to conduct survey for the sites?  | Yes<br><br>For Main Office, it is located at the Ground Floor, perpendicular to East Avenue Medical Center. Moreover, the SSS DR Site is in Makati, a collocation site and to be disclosed only to the winning bidder.  |
| 9 | <b>For the Schedule of Requirements,</b> we have observed that the three (3) items known as Lot 1, Lot 2 and Lot 3 have the same content. What do you mean by that?  | Bidders can participate for the three (3) lots. For those who will participate in Lot 1, Lot 2 and Lot 3 respectively, we will get the lowest calculated bid. Bidders shall have the option of submitting a proposal on any or all lots but shall be awarded for 1 lot only. Evaluation and contract award will be undertaken on a per lot basis.   |

**B. WRITTEN QUERIES**

|    | <b>Query/Clarifications</b>   | <b>TWG/BAC Reply</b>  |
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| 10 | <p>Tech Specs, Sec. 1.5 – “Must be able to reallocate, distribute and share bandwidth capacity between Main Office and DR Site as the need arises and upon SSS’ request”</p> <p><b>Is there a possible cost implication need to consider by the bidder?</b></p>   | No additional cost.   |
| 11 | <p>Tech Specs, Sec. 2.2.5 – “In the event that the accumulated SSS Credits exceeds fifty percent (50%) of SSS total annual charges, SSS shall have the option to cancel the contract at any time without penalty”.</p> <p><b>Can we request to delete?</b></p>  | No. We maintain our requirement.  |
| 12 | <p>Tech Specs, Sec. 4 – Contract Renewal.</p> <p><b>Can we clarify, if either PARTY can terminate during the monthly renewals?</b></p>  | Section III of Annex I of RIRR of RA 9184 provides for the grounds for termination of contract. Based thereon, the Procuring Entity may terminate the contract due to default, insolvency, or convenience. However, the law does not provide for instances when termination by the Supplier (Goods) may be made. Thus, it is submitted that only the Procuring Entity may terminate the Agreement based on the grounds under the law. |
| 13 | <p>Special Conditions of Contract</p> <ul style="list-style-type: none"> <li>● Incidental Services <ul style="list-style-type: none"> <li>- <b>May we ask if this is applicable? If not, may we request to state it as “not applicable” or take it out from the SCC?</b></li> </ul> </li> <li>● Intellectual Property Rights <ul style="list-style-type: none"> <li>- <b>May we ask if this is applicable? If not, may we request to state it as “not applicable” or take it out from the SCC?</b></li> </ul> </li> <li>● Payment Term <ul style="list-style-type: none"> <li>- <b>What are the documents required and the process for collection of payment?</b></li> <li>- <b>Who will be the SPOC for the agency on the matter of billing and collection?</b></li> </ul> </li> </ul> | <p>Incidental Services is standard provisions in our PBD.</p> <p>Intellectual Property Rights is standard provisions in our PBD.</p> <p>The terms of payment shall be:<br/>On a monthly basis (12 equal payments), upon complete and successful delivery of monthly services, and Submission of the applicable Statement of Account</p>   |

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|    |   | (SOA) together with the latest monthly and quarterly tax declaration.<br><br>Billing and collection SPOC for the agency is DM III Leo Calixto C. Abayon.  |
| 14 | 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<br><b>- 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?</b> | The termination of Contract is governed by RA 9184 and its RIRR. Thus, the same shall be applied in case of termination. The Parties cannot simply stipulate provisions especially if it is detrimental to the interest of SSS. |
| 15 | <b>Please clarify if a Multi-year obligation/contractual authority will be secured given that the source of funding is the Approved 2021 Corporate Operating Budget - MOOE and that implementation of the contract will be until 2022.</b>  | Budget source is 2021 but will carry-over to 2022.  |
| 16 | <b>In the Schedule of Requirements, what is the meaning of “Subscription will commence simultaneously upon delivery”?</b>   | Subscription shall commence after the successful conduct of performance testing for a period of 15 days and issuance of final acceptance.   |