



REPUBLIC OF THE PHILIPPINES
PUBLIC-PRIVATE PARTNERSHIP
CENTER

One (1) Year Warranty and Support Services for Existing Backup Storage Devices and Network-Attached Storage Devices

ITB 2022-01

**Project Identification Numbers:
CN 2022-05 and CN 2022-06**

**Sixth Edition
October 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR THE PROVISION OF ONE (1) YEAR WARRANTY AND SUPPORT SERVICES FOR THE EXISTING BACKUP STORAGE DEVICES AND NETWORK-ATTACHED STORAGE

1. The Public-Private Partnership Center (PPP Center) through the General Appropriations Act of 2022 intends to apply the sums below for the following lot/item, and the Identification Number:

Lot No.	Identification Number	Project	Approved Budget for the Contract (ABC)
Lot 1	CN 2022-05	Provision of One (1) Year Warranty and Support Services for the Existing Backup Storage Devices and its Components/System Configuration	Php 700,000.00
Lot 2	CN 2022-06	Provision of One (1) Year Warranty and Support Services for the Existing Network-Attached Storage (NAS) Devices and its Components/System Configuration	Php 700,000.00
TOTAL			Php1,400,000.00

- being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The *PPP Center* now invites bids for the above Procurement Project. Delivery of the Goods is required for within ten (10) calendars days upon receipt of the Notice to Proceed. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from *PPP Center* and inspect the Bidding Documents at the address given below during *8:00 am to 5:00 P.M., Mondays to Fridays*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***April 1, 2022*** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amount:*

Lot No.	Project	Cost of Bidding Documents
Lot 1	Provision of One (1) Year Warranty and Support Services for the Existing Backup Storage Devices and its Components/System Configuration	Php 1,000.00
Lot 2	Provision of One (1) Year Warranty and Support Services for the Existing Network-Attached Storage (NAS) Devices and its Components/System Configuration	Php 1,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.

Payment for the bidding documents can be made to the designated bank account of the PPP Center as provided below.

Name of Bank : Land Bank of the Philippines-EDSA-NIA Branch
 Name of Account : Public-Private Partnership Center of the Philippines
 Account No. : 1872103488

6. The PPP Center will hold a Pre-Bid Conference ***April 8, 2022 at 2:00 P.M.*** through video conferencing via [*MS Teams*](#), which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before ***2:00 P.M. of April 20, 2022***. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on ***April 20, 2022 at 2:30 P.M.*** at the given address below and/or via [*MS Teams*](#). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The *PPP Center* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

MILDRED A. CASTILLO

PBAC Secretariat Head

Public-Private Partnership Center of the Philippines

8th Floor, One Cyberpod Centris, EDSA cor. Quezon Avenue

Brgy. Pinyahan, Quezon City 1101

Email Address: procurement@ppp.gov.ph

Tel. No. (02) 8709-4146 local 7301


Fax No. (02) 8929-3971

12. You may visit the following websites:

For downloading of Bidding Documents: <https://ppp.gov.ph/internal-procurements/>

March 31, 2022.

FEROISA FRANCISCA T. CONCORDIA

Chairperson, Bids and Awards Committee 

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *PPP Center* wishes to receive Bids for the following project on a per lot basis:

Lot No.	Identification Number	Project
Lot 1	CN 2022-05	Provision of One (1) Year Warranty and Support Services for the Existing Backup Storage Devices and its Components/System Configuration
Lot 2	CN 2022-06	Provision of One (1) Year Warranty and Support Services for the Existing Network-Attached Storage (NAS) Devices and its Components/System Configuration

The Procurement Project (referred to herein as “Project”) is composed of 2 lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2022 in the amount of *One Million Four Hundred Thousand Pesos (Php1,400,000.00)*
- 2.2. The source of funding is
 - a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid within 120 days from the deadline of bid submission. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause													
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Lot 1: Corresponding technical requirements as specified in Section VI-Lot 1 (i.e. similar in applications, configurations, servers and storage management and administration, repairs and maintenance).</p> <p style="margin-left: 40px;">And</p> <p style="margin-left: 40px;">Lot 2: Corresponding technical requirements as specified in Section VI-Lot 2 (i.e. similar in applications, configurations, and server management, repairs and maintenance).</p> <p style="margin-left: 40px;">b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>												
7.1	n/a												
12	The price of the Goods shall be quoted DDP <i>8th Floor, One Cyberpod Centris, EDSA cor. Quezon Avenue, Quezon City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.												
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 40px;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">If bid Security is in Cash, Cashier's/Managers Check, bank draft/guarantee or irrevocable letter of Credit</th> <th style="text-align: center;">if bid security is in Surety Bond.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Lot 1 ABC=700,000.00</td> <td style="text-align: center;">Php 14,000.00 (2% of ABC)</td> <td style="text-align: center;">Php 35,000.00 (5% of ABC)</td> </tr> <tr> <td style="text-align: center;">Lot 2 ABC=700,000.00</td> <td style="text-align: center;">Php 14,000.00 (2% of ABC)</td> <td style="text-align: center;">Php 35,000.00 (5% of ABC)</td> </tr> </tbody> </table>				Lot No.	If bid Security is in Cash, Cashier's/Managers Check, bank draft/guarantee or irrevocable letter of Credit	if bid security is in Surety Bond.	Lot 1 ABC=700,000.00	Php 14,000.00 (2% of ABC)	Php 35,000.00 (5% of ABC)	Lot 2 ABC=700,000.00	Php 14,000.00 (2% of ABC)	Php 35,000.00 (5% of ABC)
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	TOTAL			Php1,400,000.00
20.2	<ol style="list-style-type: none"> 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); 2. Certificate issued by the Original Equipment Manufacturer (OEM) as authorized distributor, reseller, partner or dealer of servers and storage equipment subject of the preventive maintenance services; 3. Bidder with lowest calculated bid shall present original copy of the following for verification: <ol style="list-style-type: none"> a. SEC or DTI Certificate of Registration; b. Mayor's Permit; and c. Valid Tax Clearance. 			
21.2	<i>None</i>			

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>MR. JUN IGNACIO M. SALCOR</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 3 years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging</p>

	<p>case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>One-time payment shall be made within seven (7) days upon receipt of Certificate of Warranty, and Statement of Account or Sales Invoice, and issuance of Certificate of Satisfactory Service by the PPP Center.</p> <p>The payment will be through Expanded Modified Direct Payment Scheme (Ex-MDPS) either by direct credit to the winning bidder’s bank account maintained at Land Bank of the Philippines (LBP), or bank transfer in non LBP accounts where corresponding bank charges shall be borne/paid by the payee.</p>
4	<p>The Goods delivered to the PPP Center shall be inspected by the representatives from Management Information System (MIS) Division and General Services Division at the 8th Floor, One Cyberpod Centris, EDSA cor. Quezon Avenue, Brgy. Pinyahan, Quezon City.</p>

Section VI. Schedule of Requirements

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

Item Number	Description	Schedule
Lot 1	<p>PROVISION OF ONE (1) YEAR WARRANTY and SUPPORT SERVICES FOR THE FOLLOWING EXISTING BACKUP STORAGE DEVICES AND ALL OF ITS PRESENT COMPONENTS AND SYSTEM CONFIGURATION (ONE LOT)</p>	
	<p>1. Local support for the equipment:</p> <p style="padding-left: 40px;">a) One (1) unit of Dell EMC Data Domain DD6300-12x4 34TB with a serial number CKM00180101263 with the following hardware and software component:</p> <p style="padding-left: 80px;">i. System DD6300-12x4 34TB NFS CIFS</p> <p style="padding-left: 80px;">ii. DD 10gbaseT IO Module 4 Port</p> <p style="padding-left: 80px;">iii. DD 10gbe IO Mod Optical SFP 4 port</p> <p style="padding-left: 80px;">iv. License Base DD OE DD6300 IA</p> <p style="padding-left: 80px;">v. FS 800GB 0.8TB RAW CF</p> <p style="padding-left: 80px;">vi. DD Boost/Replication AIO Enabler CB</p> <p>2. Reinstatement of the following expired support services:</p> <p style="padding-left: 40px;">a) Pro support 4 Hours Mission-Critical Hardware Support and Customer Service Health Check for the Serial Number: CKM00180101263 (Data Domain DD6300 Appliance) and its major components</p>	<p>The reinstatement of warranty shall be completed within 10 calendar days from the receipt of Notice to Proceed.</p> <p>The warranty shall be valid for 12 months from the date of account registration.</p>
	<p>3. Render technical support through phone calls or email within regular working hours from Monday to Friday 8:00 AM to 5:00 PM;</p> <p>4. Onsite service is preferred when the support cannot be done through remote or phone support. For problems reported after office hours (4:00 PM Onwards), services shall be rendered in the morning of the following business day.</p> <p>5. Perform necessary firmware/software update, patches or as advised by the PPC without additional cost.</p>	<p>Render support as stated after the receipt of the problem and have a resolution within 6-8 hours while in the range of warranty and maintenance period stated in item one (1) of Section VII -Technical Specifications</p>

	<p>6. Perform scheduled onsite visit at least once every semester for the physical performance health check for both software and hardware within the duration of the contract.</p> <p>7. Any escalation to request for support from the manufacturer will be done by the service provider without additional cost to the PPP Center;</p> <p>8. Provide report and recommendation in every service conducted.</p>	<p>Schedule of onsite visits for the physical performance health check will be discussed and agreed upon by both PPP Center and the Provider upon contract implementation.</p>
	<p>9. Submit the Certificate of Warranty for all equipment stated in item one (1) of Section VII - Technical Specifications</p>	<p>Ten (10) calendar days after the reinstatement of warranty.</p>

CONFORME:

Name of Company/Prospective Bidder

By:

Printed Name and Signature of Authorized Representative

Date: _____

Item Number	Description	Schedule
Lot 2	PROVISION OF ONE (1) YEAR WARRANTY AND SUPPORT SERVICES FOR THE FOLLOWING EXISTING NETWORK-ATTACHED STORAGE (NAS) DEVICES AND ALL OF ITS PRESENT COMPONENTS/SYSTEM CONFIGURATION (ONE LOT)	
	<p>1. Local support for the equipment:</p> <p>a) Five (5) units of Dell Power Vault NX3200 with the following service tags.</p> <ul style="list-style-type: none"> i. 19W4F02 ii. 1KW2F02 iii. 2KW2F02 iv. 6ZV5F02 v. H9T6F02 <p>b) One (1) unit of Dell Power Edge R430 8 cores Intel Xeon Processor, 32GB Memory, 1.6TB usable storage with service tag C073QM2</p> <p>2. Reinstatement of the following expired support services:</p> <ul style="list-style-type: none"> a) Pro support 4 Hours Mission-Critical Hardware Support and Customer Service Health Check for the components b) Pro support plus onsite with Technical Support and onsite diagnosis 	<p>The reinstatement of warranty shall be completed within 10 calendar days from the receipt of Notice to Proceed.</p> <p>The warranty shall be valid for 12 months from the date of account registration.</p>
	<p>3. Render technical support through phone calls or email within regular working hours from Monday to Friday 8:00 AM to 5:00 PM;</p> <p>4. Onsite service is preferred when the support cannot be done through remote or phone support. For problems reported after office hours (4:00 PM onwards), services shall be rendered in the morning of the following business day.</p> <p>5. Perform necessary firmware/software update, patches or as advised by the PPP Center without additional cost.</p> <p>6. Perform scheduled onsite visit at least once every semester for the physical performance health check</p>	<p>Render support as stated after the receipt of the problem and have a resolution within 6-8 hours while in the range of warranty and maintenance period stated in item two (2) of Section VII -Technical Specifications</p> <p>Schedule of onsite visits for the physical performance health check will be discussed and agreed</p>

	<p>for both software and hardware within the duration of the contract.</p> <p>7. Any escalation to request for support from the manufacturer will be done by the service provider without additional cost to the PPP Center;</p> <p>8. Provide report and recommendation in every service conducted.</p>	<p>upon by both PPP Center and the Provider upon contract implementation.</p>
	<p>9. Submit the Certificate of Warranty for all equipment stated in item two (2) of Section VII - Technical Specifications</p>	<p>Ten (10) calendar days after the reinstatement of warranty.</p>

CONFORME:

Name of Company/Prospective Bidder

By:

Printed Name and Signature of Authorized Representative

Date: _____

Section VII. Technical Specifications

Lot 1: Technical Specifications

Item	PPPC Requirement	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
LOT 1	<p>PROVISION OF ONE (1) YEAR WARRANTY and SUPPORT SERVICES FOR THE FOLLOWING EXISTING BACKUP STORAGE DEVICES AND ALL OF ITS PRESENT COMPONENTS AND SYSTEM CONFIGURATION (ONE LOT)</p>	
	<p>1.1. LOCAL SUPPORT FOR THE FOLLOWING EQUIPMENT: a) One (1) unit of Dell EMC Data Domain DD6300-12x4 34TB with a serial number CKM00180101263 with the following hardware and software component:</p>	

	<ul style="list-style-type: none"> i. System DD6300-12x4 34TB NFS CIFS ii. DD 10gbaseT IO Module 4 Port iii. DD 10gbe IO Mod Optical SFP 4 port iv. License Base DD OE DD6300 IA v. FS 800GB 0.8TB RAW CF vi. DD Boost/Replication AIO Enabler CB 	
	<p>1.2. DUTIES AND RESPONSIBILITIES OF THE SUPPORT SERVICE PROVIDER</p> <p>The Provider shall assume the following duties and responsibilities:</p>	
	<p>1.2.1. Reinstatement of the following expired support services:</p> <ul style="list-style-type: none"> a) Pro Support 4 Hours Mission-Critical Hardware Support and Customer Service Health Check for Serial Number: CKM00180101263 (Data Domain DD6300 Appliance) and its major components. 	
	<p>1.2.2. The service provider shall render support services to PPC within the contract period as follows:</p> <ul style="list-style-type: none"> a) Maintain, repair, and replace its defective major hardware components (including hard disk drive, Memory and CPU), as needed. All related costs shall be for the account of the service provider. Replaced Disk Drives should be turned over to PPC for inventory and disposal purposes. b) Provide service unit with the same or higher specification on the next working day if it is defective and for repair outside PPP Center. 	

	<ul style="list-style-type: none"> c) Render technical support through phone calls, email or remote within regular working hours from Monday to Friday 8:00 AM to 5:00 PM; and d) Onsite service is preferred when the support cannot be done through remote or phone support. For problems reported after office hours (4:00 PM Onwards), services shall be rendered in the morning of the following business day. e) Perform necessary firmware/software update, patches or as advised by the center and at no cost to PPP Center. a) Perform scheduled onsite visit at least once every semester for the physical performance health checkup for both software and hardware within the duration of the contract. f) Any escalation to request for support from the manufacturer will be done by the service provider without additional cost to the PPP Center; g) Provide report and recommendation in every service conducted. h) Follow the rules and guidelines of the PPP Center in rendering the services. 	
	<p>1.3. CONFIDENTIALITY OF DATA</p>	
	<p>1.3.1. All service provider personnel who will enter the PPP Center premises shall sign a Non-Disclosure Agreement (NDA).</p> <p>1.3.2. All servers, disks, databases, applications, technical specifications, technical and</p>	

	<p>non-technical materials, server inventories, network diagrams, addresses, codes, programs, configurations, setup, licenses, work plans, letters and all other papers and records (in whatever form stored or recorded) pertaining to the services provided to the PPP Center shall be the property of the PPP Center.</p>	
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CONFORME:

Name of Company/Prospective Bidder

By:

Printed Name and Signature of Authorized Representative

Date

Lot 2: Technical Specifications

Item	PPPC Requirement	Statement of Compliance
		<p>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</p>
<p>LOT 2</p>	<p>PROVISION OF ONE (1) YEAR WARRANTY and SUPPORT SERVICES FOR THE FOLLOWING EXISTING NETWORK-ATTACHED STORAGE (NAS) DEVICES AND ALL OF ITS PRESENT COMPONENTS AND SYSTEM CONFIGURATION (ONE LOT)</p>	
	<p>2.1. LOCAL SUPPORT FOR THE FOLLOWING EQUIPMENT:</p> <p>a) Five (5) units of Dell Power Vault NX3200 4 cores Intel Xeon Processor, 8GB Memory, 16TB usable storage with the following service tags.</p> <ul style="list-style-type: none"> i. 19W4F02 ii. 1KW2F02 iii. 2KW2F02 	

	<ul style="list-style-type: none"> iv. 6ZV5F02 v. H9T6F02 b) One (1) unit of Dell Power Edge R430 8 cores Intel Xeon Processor, 32GB Memory, 1.6TB usable storage with service tag: C073QM2 	
	<p>2.2. DUTIES AND RESPONSIBILITIES OF THE SUPPORT SERVICE PROVIDER</p> <p>The Provider shall assume the following duties and responsibilities:</p> <p>2.2.1. Reinstatement of the following expired services:</p> <ul style="list-style-type: none"> a) Pro support 4 Hours Mission-Critical Hardware Support and Customer Service Health Check for the hardware and its major components stated in Section VII Lot 2 item number 2.1 of this TOR. b) Pro support plus onsite with Technical Support and onsite diagnosis 	
	<p>2.2.2. The service provider shall render support services to PPP Center within the contract period as follows:</p> <ul style="list-style-type: none"> b) Maintain, repair, and replace its defective major hardware components (including Hard disk drive, Memory and CPU), as needed. All related costs shall be for the account of the service provider. Replaced Disk Drives should be turned over to PPPC for inventory and disposal purposes. c) Render technical support through phone calls, email or remote within regular working hours from Monday to Friday 8:00 AM to 5:00 PM; and d) Onsite service is preferred when the support cannot be done through remote or phone 	

	<p>support. For problems reported after office hours (4:00 PM Onwards), services shall be rendered in the morning of the following business day.</p> <ul style="list-style-type: none"> e) Perform necessary firmware/software update, patches or as advised by the center and at no cost to PPP Center. f) Perform scheduled onsite visit at least once every semester for the physical performance health checkup for both software and hardware within the duration of the contract. g) Any escalation to request for support from the manufacturer will be done by the service provider without additional cost to the PPP Center; h) Provide report and recommendation in every service conducted. i) Follow the rules and guidelines of the PPP Center in rendering the services. 	
3. CONFIDENTIALITY OF DATA		
	<p>3.1. All service provider personnel who will enter the PPP Center premises shall sign a Non-Disclosure Agreement (NDA).</p> <p>3.2. All servers, disks, databases, applications, technical specifications, technical and non-technical materials, server inventories, network diagrams, addresses, codes, programs, configurations, setup, licenses, work plans, letters and all other papers and records (in whatever form stored or recorded) pertaining to the services provided to the PPP</p>	

	Center shall be the property of the PPP Center.	
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CONFORME:

Name of Company/Prospective Bidder

By:

Printed Name and Signature of Authorized Representative

Date

Section VIII. Forms

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Computation of Net Financial Contracting Capacity

[shall be submitted with the Bid if bidder choose to submit NFCC]

The Net Financial Contracting Capacity (NFCC) is computed as follows:

NFCC = [(current asset -- current liabilities) (15)]--Value of all outstanding works under ongoing contracts including awarded contracts yet to be started

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by Value of K	
Subtotal	
Minus: Value of all Outstanding Services under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid.	
NFCC	

Submitted By:

Name of the Firm/Service Provider

Signature of Authorized Representative

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

**Statement of All Ongoing Government and Private Contracts, Including Contracts
Awarded But Not Yet Started**

[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Email Address	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
Government				
Private				

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

- a. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid) prior to date of bid submission.
- b. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Note: The statement shall be supported with:

1. Notice of Award
2. Notice to Proceed/PO issued

Statement of Single Largest Completed Contract

[shall be submitted with the Bid]

Name of Client/ Contact Person/ Contact Email Address	Date of the Contract	Kind of Goods	Amount of the Contract	Date of Delivery/ Completion	End User's Acceptance or Official Receipt Issued for the Contract

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

Instructions:

- a. Cut-off date is (date of submission).
- b. For similar contract please refer to BDS

The statement shall be supported with:

- 1. Contract
- 2. Certificate of Satisfactory Service
- 3. Certificate of Acceptance

Note: Items one (1) and two (2) can be a combination of both (i.e. Certificate of Acceptance stating explicitly with "Satisfactory Service")

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
- or**
Original copy of Notarized Bid Securing Declaration;
- (i) Conformity with the Technical Specifications,
- (j) Conformity with the Schedule of Requirements;
- (k) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (l) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

For NFCC validation:

Audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (n) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

