



PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF MAINTENANCE AGREEMENT FOR THE EXISTING HYPER-CONVERGED INFRASTRUCTURE APPLIANCE OF PHILIPPINE DEPOSIT INSURANCE CORPORATION

Project Reference No. 22-007

Government of the Republic of the Philippines

Philippine Deposit Insurance Corporation

30 March 2022

**Sixth Edition
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Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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.”

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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

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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.

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Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (e.g., the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

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PHILIPPINE DEPOSIT INSURANCE CORPORATION
INVITATION TO BID FOR Procurement of Maintenance
Agreement for the Existing Hyper-Converged
Infrastructure Appliance of Philippine Deposit Insurance
Corporation

1. The *Philippine Deposit Insurance Corporation*, through the *2022 Corporate Operating Budget* intends to apply the sum of *Php 1,906,000.00* being the ABC to payments under the contract for *Procurement of Maintenance Agreement for the Existing Hyper-Converged Infrastructure Appliance of Philippine Deposit Insurance Corporation / Identification No 2022-07*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Philippine Deposit Insurance Corporation* now invites bids for the above Procurement Project. *The PDIC needs to procure a one (1) year maintenance support services for its existing Hyper-Converged Infrastructure Appliance (HCIA) System including the necessary upgrades/updates, patches and fixes as well as technical support services especially in case of any breakdown, to ensure continuous operation thereof.* The Bidder must have completed a similar contract in providing the said maintenance services for the last five (5) years, reckoned from the date of the posting of the Invitation to Bid. 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from *Philippine Deposit Insurance Corporation* and inspect the Bidding Documents at the address given below during *office hours from 8:00 AM to 5:00 PM, Mondays through Fridays.*

6th Floor PDIC BAC Secretariat, SSS Building, Ayala Avenue corner Rufino Street, Makati City.

5. A complete set of Bidding Documents may be acquired by Bidders on April 18, 2022 from the address above and website(s) below *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php 5,000.00.* The Procuring Entity allows the bidder to present its proof of payment for the fees *in person.*
6. The *Philippine Deposit Insurance Corporation* will hold a Pre-Bid Conference¹ on April 26, 2022 at 2:00 PM at the 8th Floor, Board Room, PDIC

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

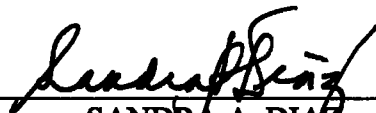
SSS Building, Ayala Avenue corner Rufino Street, Makati City, Makati City and through video conferencing or webcasting via MS Teams link herein below provided which shall be open to prospective bidders:

<https://teams.microsoft.com/j/team/19%3ae3a82c13e4a24186a613bcac388b7644%40thread.tacv2/conversations?groupId=1a61d44d-55ff-4fe6-b3e4-76e886a218cc&tenantId=8f3038a8-ef6f-4a95-996b-0688c89f4610>

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 2:00 PM ~~May 10, 2022~~ Late bids shall not be accepted.

Ground Floor, SSS Building, Ayala Avenue corner Rufino Street, Makati City

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 May 10, 2022, 2:00 PM at the 8th Floor, Board Room, SSS Building, Ayala Avenue corner Rufino Street, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Late bids shall not be accepted. The wall clock located at the Ground Floor lobby, SSS Building, Ayala Avenue corner Rufino Street, Makati City shall be used as the official timer for the submission of bids. Submission made after the deadline shall be considered late and automatically rejected.
10. The *Philippine Deposit Insurance Corporation* 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:
Ms. Analinda C. Lao
BAC Secretariat
6th Floor, SSS Building, Ayala Avenue cor., Rufino St., Makati City
Telephone Numbers – 88414915
bacsecretariat@pdic.gov.ph
Fax Number – 8841-4931
12. You may visit the following websites:
For downloading of Bidding Documents: *Website: www.pdic.gov.ph*



SANDRA A. DIAZ
Chairperson, PDIC Bids and Awards Committee

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Section II. Instructions to Bidders

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1. Scope of Bid

The Procuring Entity, Philippine Deposit Insurance Corporation wishes to receive Bids for the *Procurement of Maintenance Agreement for the Existing Hyper-Converged Infrastructure Appliance of Philippine Deposit Insurance Corporation* with identification number 2022-07.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2022 Corporate Operating Budget in the amount of *Php 1,906,000.00*.

The source of funding is the 2022 Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
 - b. 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:

- a. **Subcontracting is not allowed.**
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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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/webcasting as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

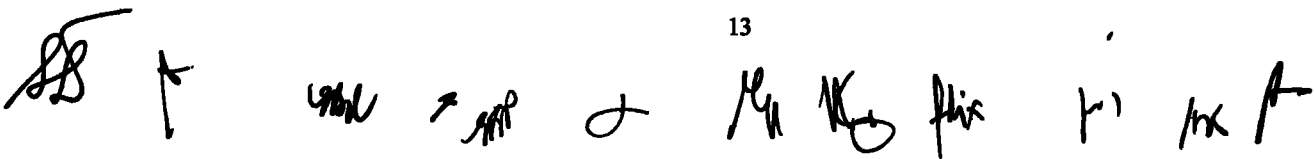
Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the IB, at least ten (10) calendar days before the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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within *the last five (5) years* reckoned from the posting of Invitation to Bid.
- 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.

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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).

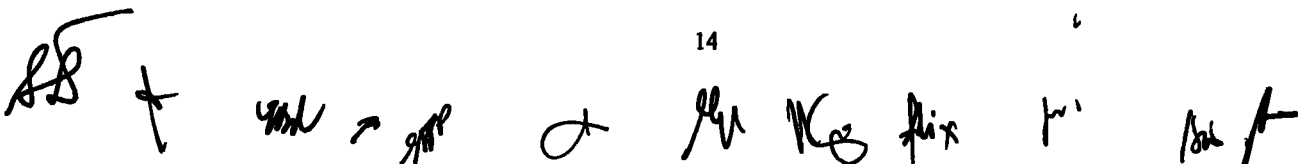
13. Bid and Payment Currencies

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

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- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 for period of 120 calendar days from the date of opening of bids. 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

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.

² 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.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

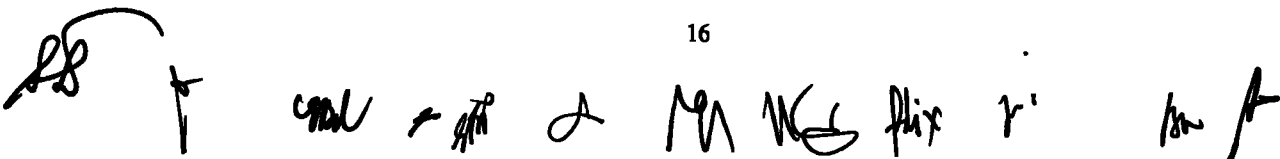
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for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

20. Post-Qualification

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

21. Signing of the Contract

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

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Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

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Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Business providing supply and delivery of maintenance of a Hyper-Converged Infrastructure Appliance</i></p> <p>b. completed within at least five (5) year reckoned from the date of the posting of the Invitation to Bid</p>
7.1	<p><i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i></p> <p><i>Not applicable</i></p>
12	<p>The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p><i>Not applicable</i></p>
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> <p>a. The amount of not less than 38,120.00 <i>[equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than P95,300.00 <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p> <p><i>Please refer to the Terms of Reference</i></p>
20.2	<p><i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i></p> <ol style="list-style-type: none"> 1. <i>2020 Income Tax Return filed and paid thru the Bureau of Internal Revenue (BIR) Electronic and Filing Payment System (EFPS);</i> 2. <i>Business Tax Returns within the last 6 months preceding the date of bid submission filed and paid thru BIR EFPS;</i> 3. <i>Certification from the manufacturer authorizing the Bidder to provide the services specified in the Terms of reference;</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

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Matters governing performance of the Service Provider, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 Service Provider 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 Service Provider to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

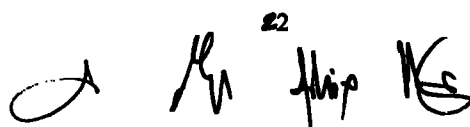
5.1. 5.1. In order to assure that manufacturing defects shall be corrected by the Service Provider, a warranty shall be required from the Service Provider as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2. The Procuring Entity shall promptly notify the Service Provider in writing of any claims arising under this warranty. Upon receipt of such notice, the Service Provider 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 Service Provider

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

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

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Section V. Special Conditions of Contract

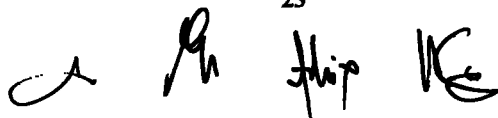
Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

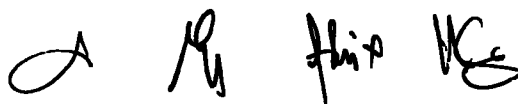
However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

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Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.	<p>Scope of Contract:</p> <p>This Contract involves the procurement of one (1) year maintenance support services for the existing Hyper-Converged Infrastructure Appliance (HCIA) System of the Procuring Entity, including the necessary upgrade/updates, patches and fixes. as well as technical support services especially in case of any breakdown.</p> <p>Towards this, the Service Provider agrees to fully and faithfully perform, undertake, accomplish, and deliver, to the satisfaction of the Procuring Entity, the following maintenance support services to the Procuring Entity's HCIA System:</p> <ul style="list-style-type: none">➤ One (1) year maintenance support services on the Procuring Entity's existing HCIA, which shall include the following:<ul style="list-style-type: none">• Comprehensive maintenance of the 3 units of Nutanix NX 8235-G6. The serial number of the units may be provided upon request.• Software maintenance for Nutanix Acropolis Operating System (AOS) and Nutanix Prism Software.

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- Comprehensive maintenance of the Procuring Entity's existing HCIA System, which shall include the following:
 - On-site semi-annual preventive maintenance of the system
 - 8x5 technical assistance to the Systems Administrator of the Procuring Entity to ensure the efficient operation of the system
 - 8x5 Email and phone support
 - Online access to support tools
 - Repair of defective hardware components, including supply and installation of the necessary replacement parts

- Software maintenance for the Nutanix AOS and Nutanix Prism, which shall include the following:
 - Proper installation of the latest version
 - Major and minor software update/upgrade
 - installation of service packs/patch releases

- Technical support/assistance, which shall include the following:
 - Setup, configuration, and revision of the default policies of the system. Customization and enhancement of the existing policies of the system and activation of other system features that may be required for implementation by the Procuring Entity
 - Onsite support by Service Provider's engineer within four (4) hours upon receipt of the request from the Procuring Entity

- In case of hardware defect within the maintenance period, a service unit of the same or higher specification shall be provided by the Service Provider, free of charge, if the unit is not repaired within twenty- four (24) hours after the problem is reported.

For a more detailed technical specifications and requirements of the Project, refer to Technical Specification/Terms of Reference issued/posted for this Project.

Incidental Services –

The Service Provider shall render any other services/assistance necessary to ensure the continuous operation and availability of the Procuring Entity's HCIA System.

Contract Period -

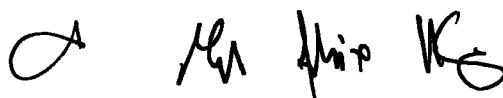
The Service Provider shall provide the required maintenance support services to the Procuring Entity's HCIA System for a period of one (1) year, reckoned from receipt by the Procuring Entity of the Certificate of Coverage/Maintenance Certificate from the Service Provider, which the Service Provider shall deliver to the Procuring Entity within thirty (30) calendar days upon issuance of the Notice to Proceed.

Intellectual Property Rights -

The Service Provider 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.

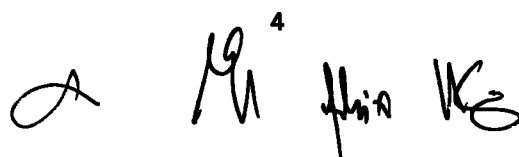
Other Requirements -

- **Service Standard** - The Service Provider shall devote, with utmost efficiency and effectiveness, its skills/ knowledge, undivided attention, and the best of its ability to the performance/fulfillment of its obligations under this Project in accordance with the best professional standards. The Service Provider shall exercise all reasonable skills, care, and diligence in the discharge of its services, and shall always work in the best interests of the Procuring Entity. To this end, the Service Provider shall provide such personnel, with the required qualifications and experience, towards the efficient fulfillment of the services herein required.
- **Confidentiality** - The Service Provider agrees and acknowledges that the services covered by this Project may expose the Procuring Entity to confidential information and that any disclosure of such information may subject the Procuring Entity to financial, material and operational loss. Therefore, the Service Provider hereby agrees as follows:
 - The Service Provider shall protect all confidential information which the Procuring Entity provides to it (whether orally, in writing or in any other form) using the same standards as the Service Provider applies to its own comparable confidential information, but in no event less than reasonable measures, and subject to the implementation of appropriate technical, physical, and organizational/administrative measures to protect personal data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure, or access.
 - The Service Provider, or any of its employees, agents, or representatives, shall not, either during the term of this Contract or at any time thereafter, reveal, disclose, or furnish, in any manner, to any person, firm or corporation any information, document, method, design, or material relating to the Procuring Entity, or



which otherwise are in the Procuring Entity's possession or custody, which the Service Provider or other members of its work staff/team, or its employees, agents, or representatives may have acquired or which came to its/ their knowledge or possession by reason of this Contract.

- If any of the Service Provider's employees, agents, or representatives, who has previously rendered services to the Procuring Entity, resigned or disengaged from the Service Provider during the subsistence of this contract, the Service Provider must inform the Procuring Entity of such fact within five (5) calendar days from resignation or disengagement of said employee, agent, or representative. The terms of confidentiality shall apply and bind the resigned or disengaged employee, agents, or representatives of the Service Provider who have acquired confidential information by reason of their previous relation with the Service Provider. The Service Provider shall be liable for damages or injury to the Procuring Entity resulting from disclosure by them of such information, document, method, design, or material.
- The Service Provider shall comply with the obligations imposed on personal information processor under Section 44(b) of the Implementing Rules and Regulation (IRR) of the Data Privacy Act, and all of the provisions of the Data Privacy Act, its IRR, and circulars issued by the National Privacy Commission pertaining to the processing and retention of personal information subject of this Project, as may be applicable. The Service Provider strictly prohibited from accessing the records, making photocopies thereof, or transferring/allowing third parties access thereto without the prior written permission or instruction from the Procuring Entity.
- The Service Provider shall be liable for any disclosure of confidential information by its employees, agents, or representatives and other violations under the Data Privacy and Bank Secrecy Laws, without prejudice to other legal remedies available to the Procuring Entity.
- All data and information related to the Project furnished by the Procuring Entity to the Service Provider shall be treated with strict confidentiality and shall be returned to the Procuring Entity upon completion of the works without need of demand. The same shall not be released to third parties without the written consent of the Procuring Entity.
- The Service Provider agrees to assume sole responsibility and hereby undertakes to indemnify the Procuring Entity, for any damage, which the Procuring Entity may sustain by reason of

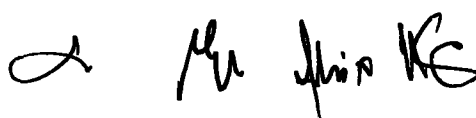
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breach of any of the above conditions.

- Nothing in this Contract shall be deemed to limit or restrict the rights of the Procuring Entity to assert any claim for violation/infringement of patent, copyright, trade secrets or other intellectual property rights against the Service Provider.

The Service Provider and its project staff may be required by the Procuring Entity to sign a confidentiality or non-disclosure agreement.

- **Relation of the Parties** - Subject to the limitation imposed on the Service Provider with respect to the replacement of personnel as mentioned above, the Service Provider shall be free to use any means and methods not contrary to law, regulations and the provisions and the spirit of this Contract, which it believes will best enable it to perform the contracted services. The Service Provider shall not be subject to control and supervision of the Procuring Entity insofar as the means and methods to be employed by the Service Provider, it being understood that the Procuring Entity is interested only in the results of the Service Provider's work under this Contract. The Procuring Entity shall have the exclusive right to decide any and all questions which may arise as to the quality or acceptability of the contracted services rendered by the Service Provider.
- **Event of Default** – The Service Provider shall be considered in default in the event that the Service Provider or any of its personnel assigned in the Procuring Entity violates or breaches any of the terms and conditions of the Contract, which includes neglecting to perform and deliver in a timely manner any of the work, duties, functions, responsibilities or obligations stipulated herein, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and acceptable manner.
- **Retention Right** – The Procuring Entity is hereby given a lien upon any and all monies or other properties of the Service Provider which are in the Procuring Entity's possession or with any third party acting on behalf of the Procuring Entity including, but not limited to, those left with the Procuring Entity by or for the account of the Service Provider. The Procuring Entity is hereby given the right to retain the same to guarantee the payment or performance of any obligation or liability, contingent or otherwise, on the part of the Service Provider under the Contract.
- **Exercise of Rights** –
 - **Alternative Remedies** – The Procuring Entity shall have the right to exercise alternatively, concurrently or cumulatively all the rights and remedies now or hereafter available under the Contract, such



as, but not limited to, the forfeiture of the Service Provider's Performance Security, as well as the availment by the Procuring Entity of other remedies under other applicable laws, rules and regulations.

- **Non-Waiver of Rights** – The failure of the Procuring Entity to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that the Procuring Entity may exercise, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which shall continue to be in full force and effect.

No waiver by the Procuring Entity of any of its rights hereunder shall be binding or deemed to have been made unless expressed in writing and signed by the Procuring Entity through its duly authorized agents.

➤ **Representations and Warranties –**

The Service Provider represents and warrants to the Procuring Entity that:

TECHNICAL REPRESENTATIONS

- The Service Provider represents that the manpower complement that it will assign to the Procuring Entity to handle the Project have the required qualifications, technical skills, and knowledge, and that they shall perform their assigned tasks with undivided attention and with utmost efficiency and effectiveness and in accordance with the best professional standards and ethical considerations. Further, the Service Provider warrants that it shall exercise all reasonable skill, care and diligence in the discharge of its services, and shall always work to the best interests of the Procuring Entity. To this end, the Service Provider shall provide personnel with adequate qualifications and experience, and of such number as may be required for the efficient fulfillment of the required services.
- The updates/upgrades provided for this Project are brand new, unused, of the most recent models, and that they incorporate all recent improvements in design and materials.
- The Service Provider shall not replace key personnel without the consent of the Procuring Entity. Key personnel shall be understood to refer to the following: the Project Manager, Business Analyst, Systems Analyst, Application Architect, and Team Lead Programmer.



The Procuring Entity, however, reserves the right to demand at any time, without need to present proof or substantiate its request, the immediate replacement of any of the Service Provider's personnel, staff or representative assigned to the Project who is wanting in competence, honesty, integrity, or whose services is deemed to be or will otherwise be prejudicial to the interest of the Procuring Entity.

Further, the Service Provider undertakes that it shall not employ, in any capacity whatsoever, the Procuring Entity's personnel involved in the project. This prohibition shall be enforceable up to a period of two (2) years from the date of acceptance of the project by the Procuring Entity.

- It has full knowledge of the extent of work needed for the successful implementation of the Project; and that, it shall conform strictly with all the terms and conditions of this Contract.

LEGAL REPRESENTATIONS

- It is a domestic corporation duly organized and registered, validly existing, and in good standing under the laws of the Republic of the Philippines.
- It has full legal power, authority, and right to carry on its present business. The Service Provider further represents that its representative M. _____ has full legal power to sign, execute, and deliver this Contract; and that, the Service Provider will comply, perform and observe the terms and conditions hereof.
- All corporate and other actions necessary to validate or authorize the execution and delivery of this Contract have been taken.
- This Contract, when executed and delivered, will be legal, valid, and enforceable in accordance with its terms.
- The continuous use of the item by the Procuring Entity would not amount to infringement of any patent or copyright therein. For this purpose, the Service Provider shall issue in favor of the Procuring Entity a proof of entitlement, which entitlement shall encompass the entire warranty period.
- To the knowledge of the Service Provider, there are no pending or threatened actions or proceedings before any court or administrative agency of any jurisdiction, which may materially or adversely affect the financial condition or operation of the Service

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Provider or the Service Provider's ability to comply with the terms and conditions of this Contract.

- If the Service Provider should thereafter learn of the existence or occurrence of the same, the Service Provider undertakes to report such fact to the Procuring Entity within five (5) calendar days therefrom.
- Failure to do so shall constitute sufficient ground for the cancellation of this Contract and the enforcement of remedies which the Procuring Entity may exercise under this Contract, pertinent laws, rules, and regulations.
- The obligation of the Service Provider under this Contract, and other ancillary documents which may be executed in connection herewith, shall constitute its direct, absolute, and unconditional obligation.
- In line with Executive Order No. 398, Series of 2005, the Service Provider warrants and certifies that it is free and clear of all tax liabilities to the government. Further, it binds itself to pay taxes in full and on time; and that its failure to do so shall entitle the Procuring Entity to suspend payment for any goods and services delivered by the Service Provider. Towards this, the Service Provider shall regularly present to the Procuring Entity its tax clearance from the Bureau of Internal Revenue (BIR), as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

WARRANTIES

- It warrants to the Procuring Entity, in an unconditional, unqualified, absolute, full, and direct manner, the Project against incompatibilities or any defect, hidden, inherent, or otherwise, which would render them unfit for the use for which it is intended, or which would diminish the fitness of its use to the extent that, had the Procuring Entity been aware thereof, it would not have acquired/accepted the same.

It also warrants to the Procuring Entity, in an unconditional, unqualified, absolute, full, and direct manner, that the Project shall be free from any defects arising from poor design/ workmanship, inferior/substandard materials, or from any negligent act or omission of the Service Provider that may develop during the normal use of the same.

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- It warrants that, unless authorized in writing by the Procuring Entity, any updates/upgrades, algorithm or code associated with the services provided to the Procuring Entity, regardless if pre-existing or developed for the Procuring Entity, shall:
 - contain no code and/or services, catering for unauthorized functionality, e.g., malware, backdoor, unauthorized remote access to or from the Procuring Entity's Network;
 - not alter, damage, or erase any data or computer programs without control of the authorized person; and
 - contain no key, node lock, time-out, or other functions, whether implemented by electronic, mechanical, or other means, that restricts or may restrict the Procuring Entity's use or access to any programs or data developed relative to the project.
- It warrants that it is duly authorized by the manufacturer of the Procuring Entity's existing HCIA System (Nutanix) to provide the services herein required.
- The acceptance of the Project by the Procuring Entity shall not, at any given time, be deemed a waiver of any causes of action which the Procuring Entity may subsequently exercise by reason of any defect maintenance and support services provided by the Service Provider.

➤ **Miscellaneous Provisions –**

- **Severability** – If any provision of the Contract should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.
- **Binding Effect/Assignment of Rights** – The Contract shall be binding upon the Service Provider, its partners, successors-in-interest, legal representatives and assigns. The foregoing notwithstanding, the Service Provider shall not in any way assign or transfer its rights and obligations under the Contract without the written approval of the Procuring Entity.
- **Entire Agreement** – The provisions of this SCC, together with all the documents attached and/or incorporated thereto, and/or referred to therein, constitutes the entire obligation of the parties with respect to the subject matter hereof and shall supersede any prior

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expression of intent or understanding, whether verbally or in writing, with respect to this transaction.

For this reason, the parties shall endeavor to interpret the various provisions of this SCC and other related Bid Documents in a manner that will render all of those provisions valid and enforceable. In case of conflict between the provisions of the Bid Documents and the provisions laid out in this SCC, the latter shall prevail.

- **Other Documents** – The parties agree to provide further assistance and execute such documents as may be necessary or reasonably desirable to accomplish the intents and purposes of the Contract.
- **Transfer of Location** - The transfer of the principal office of either party to any place, area or building in Metro Manila shall not affect the terms and conditions of the Contract.
- **OGCC Review** - The provisions of this SCC shall be submitted to the Office of the Government Corporate Counsel (OGCC) for its review prior to execution pursuant to Memorandum Circular No. 2018-02 issued by the Governance Commission for Government Owned and Controlled Corporations. Any and all comments of the OGCC as a result of its review shall be deemed incorporated in this SSC, as may be appropriate.
- **Dispute Resolution** - In case any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Service Provider in connection with or arising out of this Contract, the parties shall make every effort to resolve such dispute or difference amicably by mutual consultation.

If after thirty (30) calendar days, the parties have failed to resolve their dispute or difference by mutual consultation, then either the Procuring Entity or the Service Provider may give notice to other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after the delivery of the services under this Contract.

In the case of a dispute between the Procuring Entity and the Service Provider, the dispute shall be resolved in accordance with Republic Act 9285 (RA 9285), otherwise known as the "Alternative



	<p>Dispute Resolution Act of 2004".</p> <p>Notwithstanding any reference to arbitration herein, the parties shall perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Service Provider any monies due the Service Provider.</p> <ul style="list-style-type: none"> • Attorney's Fee - In the event that the Procuring Entity is compelled to commence arbitration or to seek judicial relief to enforce the provisions of this Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the arbitration, whichever is higher, aside from the costs of arbitration or litigation, whichever is applicable, and other expenses incidental thereto. • Venue for Suit - Whenever necessary to promote Arbitration or to seek judicial relief, the Procuring Entity and the Service Provider agree that any legal action, suit or proceeding arising out or relating to the Contract may be instituted in any competent court in Makati City, to the exclusion of all other courts of equal jurisdiction.
2.2	<p>Terms of Payment:</p> <p>a. In consideration of the services to be performed by the Service Provider to the Procuring Entity, as well as the Service Provider's compliance with all the terms and conditions of this Project, the Procuring Entity agrees to pay the Service Provider the amount of _____ (Php _____), Philippine currency, inclusive of all applicable taxes (EVAT and all other related taxes) and other government mandated fees and other applicable fees and charges, for the execution and completion of the Project, including the materials, equipment, operational expenses, and the remedying of any defects therein.</p> <p>b. Payment shall be made by the Procuring Entity not later than seven (7) working days from receipt of the billing statement, and after issuance by the Procuring Entity of the certificate of acceptance of the certificate of coverage/maintenance certificate for the Project. Completion shall be understood to mean compliance by the Service Provider of all of the standards/requirements set by the Procuring Entity for the Project. For purposes of this provision, the Service Provider hereby acknowledges that the Procuring Entity shall be the final arbiter on the acceptability and sufficiency of the Service Provider's deliverables and completed outputs.</p> <p>c. All payments made under this Contract shall be subject to any and all amounts required by law or this Contract to be retained or deducted by</p>

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	<p>the Procuring Entity or paid by or charged against the Service Provider under the terms of this Contract, and subject to the Procuring Entity's and government accounting rules and regulations which shall include, among others, the Commission on Audit (COA) Circular No. 2012-001 (Prescribing the Revised Guidelines and Documentary Requirements for Common Government Transaction).</p> <p>d. The Procuring Entity, at no additional cost to it, has the option to amend or modify the schedule provided above.</p>
3.	<p>Performance Security:</p> <p>The performance security posted in favor of the Procuring Entity in the form prescribed by law must be valid, sufficient, and effective for the entire Contract/Project Duration, inclusive of change order/extra work order/variation order, if any. The Service Provider shall cause the extension of the validity of the performance security and its sufficiency to cover the approved contract time extension, if any, until the issuance by the Procuring Entity of the certificate of completion of the Project. The Service Provider shall furnish the Procuring Entity with the corresponding proof thereof prior to the commencement of the contract time extension/change order/extra work/variation order, as the case may be.</p> <p>The Service Provider shall cause the extension of the validity of the performance security to cover the approved contract time extension, if any, and furnish the Procuring Entity with the corresponding proof thereof.</p> <p>In the event that the performance security posted by the Service Provider would be deemed inadequate, unacceptable, or otherwise rendered unenforceable or invalid at any time prior to the issuance of the Certificate of Completion, the Procuring Entity shall have the right to require the Service Provider, and the Service Provider shall have the obligation, to post another performance security in the form and amount determined by the Procuring Entity and allowed under existing laws and regulations.</p> <p>If the performance security falls below the minimum amount required at any time prior to the issuance of the certificate of full completion, the Service Provider shall post additional performance security to bring it to the required level.</p> <p>The performance security shall answer for any damage that the Procuring Entity may suffer by reason of the Service Provider's default of any of its obligations and/or breach of the terms and conditions of this Contract and shall likewise guarantee payment for any loss, damage, or injury that may be caused by the Service Provider to the Procuring Entity, its employees and guests. Any changes</p>

made in this Contract shall in no way annul, release or affect the liability of the Service Provider and the performance security.

The performance security shall only be released upon the Procuring Entity's issuance of the Certificate of Completion, which Certificate shall be issued only after the Service Provider's full and faithful performance of its obligations under this Contract, and subject to the following conditions:

- The Procuring Entity has no claim against the Service Provider or the surety company;
- The Procuring Entity has no claim for labor and materials against the Service Provider; and
- The Service Provider has faithfully and completely performed its obligations under this Project.

The Procuring Entity is hereby given a lien upon any and all monies or other properties of the Service Provider, which are in the Procuring Entity's possession or with any third party acting on behalf of the Procuring Entity, including without limitation to those left with the Procuring Entity by or for the account of the Service Provider. The Procuring Entity is given the right to retain the same to guarantee the payment or performance of any and all liability of the Service Provider under this Project, contingent or otherwise, which the Procuring Entity may be held jointly or solidarily liable.

4.	<p>Inspection and Test:</p> <p>The inspections and tests shall be conducted at the Project Site by the Procuring Entity's Information Technology Group to determine whether the output faithfully meets the minimum requirements specified for the Project.</p>
5.	<p>Warranty:</p> <p>To ensure the full and faithful compliance by the Service Provider of all the terms and conditions of this Contract as well as to cover for any defects on the Project, the Procuring Entity is hereby given a lien upon any and all monies or other properties of the Service Provider which are in the Procuring Entity's possession or with any third party acting on behalf of the Procuring Entity including, but not limited to, those left with the Procuring Entity by or for the account of the Service Provider. The Procuring Entity is hereby given the right to retain the same to guarantee the payment or performance of any obligation or liability, contingent or otherwise, on the part of the Service Provider under the Contract.</p>
6.	<p>Liability of the Service Provider:</p> <p>In the event that the Service Provider violates or breaches any of the terms and conditions of the contract, which includes neglecting to perform and deliver within the prescribed period any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and acceptable manner, the Service Provider shall be liable in any or all of the following consequences of default:</p> <ul style="list-style-type: none"> a. Forfeiture of Performance Security - The performance security shall be forfeited in favor of the Procuring Entity in the event that the Service Provider's in default or breach of its obligations under the contract and shall answer for any loss, damage or injury caused to the Procuring Entity as a result of the willful, unlawful or negligent act or omission of the Service Provider or any of the Service Provider's representative. b. Liquidated Damages and Penalties – The Service Provider shall, without need of demand, be liable for damages for such default and shall pay the Procuring Entity liquidated damages in an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay or breach. In the event that the total sum of liquidated damages or the total cost to the Procuring Entity of any such delay or inability by the Service Provider to deliver its obligations reaches 10% of the contract price, the Procuring Entity may, at its option, (i) proceed to terminate the contract in accordance with the procedures laid down in Annex I of the Implementing Rules and Regulations (IRR) of

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Republic Act (RA) 9184, or (ii) allow the Service Provider to continue and complete the Project subject to continuous accrual and imposition of liquidated damages at the rate herein prescribed until such services are finally delivered and accepted by the Procuring Entity.

The Procuring Entity need not prove that it has incurred actual damages to be entitled to remedies above provided. Furthermore, the Procuring Entity reserves the right to deduct any and all of the damages/penalties from any money due or payments which may become due to the Service Provider under the terms of the contract and/or from the securities/warranties filed/submitted by the Service Provider as the Procuring Entity may deem convenient and expeditious under the prevailing circumstances.

- c. **Stoppage of Work/Payment** - The Procuring Entity shall have the right to stop, in whole or in part, any of the work or payment due under the contract in the event of default on the part of the Service Provider to perform its obligations under the contract.
- d. **Take-over of Contract** - The Procuring Entity shall have the right to procure/engage, upon such terms and manners as the Procuring Entity shall deem appropriate, the services of another service provider to undertake the unperformed/undelivered service(s) of the Service Provider pursuant to the provisions of the IRR of R.A No. 9184. Any expenses that may be incurred to engage another contractor shall be for the exclusive account of the Service Provider. The Service Provider shall likewise be liable to pay for all the incremental expenses that the Procuring Entity may incur to fully complete the Project.
- e. **Termination of Contract** - In the event that such delay, default, failure or refusal to deliver or perform any or all of the goods or services within the limit prescribed herein, including with any extension thereof granted, if any, the Procuring Entity shall have the right to terminate the contract, subject to provisions of Annex I of the IRR of R.A No. 9184.

Upon the commencement of the termination, the Service Provider shall stop the work immediately, in case no prior work stoppage has been issued by the Procuring Entity against the Service Provider. The Service Provider shall also turn over all documents/records which came to its possession by reason of the contract.

- f. **Blacklisting of the Service Provider** - Upon termination of the contract due to default of the Service Provider, the Procuring Entity shall have the right to issue a Blacklisting Order disqualifying the Service Provider from participating in the bidding of all government projects during the period of suspension.



g. **Non-exclusivity** - The sanctions and remedies mentioned herein shall be understood to be without prejudice to other rights that the Procuring Entity may exercise under the contract, pertinent laws, rules, and regulations.

h. **Indemnity** - The Service Provider agrees to indemnify the Procuring Entity against any and all loss, injury or damage either to person or property which the Procuring Entity may suffer by reason of the willful misconduct, unlawful or negligent act or omission of the Service Provider or any of its personnel or representative.

The indemnity required herein shall be in addition to the foregoing remedies and sanctions which the Procuring Entity may exercise under the contract, pertinent laws, rules, and regulations.

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CONTRACT
(Procurement of Maintenance Support Services for the PDIC's Existing Hyper-Converged Infrastructure Appliance)

This Contract (hereinafter referred to as the "**Contract**"), made and entered, into by and between:

PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC), a government instrumentality created and existing by virtue of Republic Act No. 3591, as amended, with principal office address at SSS Bldg., 6782 Ayala Avenue cor. Rufino St., Makati City, Metro Manila, hereinafter referred to as the "**PROCURING ENTITY**", represented herein by its _____, _____, duly authorized for the purpose of this Contract as evidenced by Board Resolution No. _____, attached as **Annex "A"**

- and -

_____, a corporation duly organized and existing by virtue of the laws of the Philippines, with principal office address at _____, hereinafter referred to as the **SERVICE PROVIDER**, duly represented herein by its _____, _____, duly authorized for the purpose of this Contract as evidenced by Board Resolution No. _____, attached as **Annex "B"**

The **PROCURING ENTITY** and the **SERVICE PROVIDER** shall be collectively referred to as the "**PARTIES**".

ANTECEDENTS:

The **PROCURING ENTITY** needs to procure a one (1) year maintenance support services for its existing Hyper-Converged Infrastructure Appliance (HCIA) System including the necessary upgrade/updates, patches and fixes, as well as technical support services especially in case of any breakdown, to ensure the continuous operation thereof. (hereinafter referred to as the "**Project**") The HCIA System is where the Procuring Entity's hardware components such as processors, memory, and hard disk space are pooled together to form a huge reservoir of resources.

(For more detailed requirements and description of the Project, refer to the Terms of Reference/Technical Specifications).



A public bidding was conducted by the **PROCURING ENTITY** pursuant to the provisions of Republic Act No. 9184 (The Government Procurement Reform Act);

In the public bidding held for the purpose, and after due evaluation and conduct of post-qualification, the **SERVICE PROVIDER's** bid in the amount of **PESOS: _____ (Php, _____), Philippine currency.** was found to be the Lowest Calculated and Responsive Bid, and offered the most advantageous terms and conditions to the **PROCURING ENTITY**;

The procurement of the Project from the **SERVICE PROVIDER** was included in the _____ PDIC Corporate Operating Budget pursuant to Board Resolution No. _____ dated _____, and the fund for the approved budget has been allotted, set aside, and made available for the Project, as evidenced by a Certification for Budget and Fund Availability, which is attached as **Annex "C"** of this Contract;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter set forth, the parties hereto have agreed and do hereby agree, as follows:

1. **Definitions** - In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to below;
2. **Documents Incorporated** - The following documents as required by the 2016 Revised Implementing Rules and Regulations (RIIR) of Republic Act (R.A) No. 9184 shall be deemed to form and be read and construed as integral part of the Contract, viz:

- Philippine Bidding Documents (PBDs);
 - Schedule of Requirements;
 - Technical Specification/Terms of Reference;
 - General and Special Conditions of the Contract; and
 - Supplemental or Bid Bulletin, if any
- Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- *Other Bid documents, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), as well as corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;*
- Performance Security;
- Notice of Award of Contract and the Bidder's *conforme* thereto; and



- Other contract documents that may be required by existing laws and/or the PE concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for execution or submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SERVICE PROVIDER** in the amount of **PESO**: _____ (**Php**, _____), Philippine currency (the "Contract Price"), or such other sums as may be ascertained, the **SERVICE PROVIDER** hereby covenants with the **PROCURING ENTITY** to supply and deliver the required maintenance support services, and to remedy defects therein in accordance with its Bids; and
4. The **PROCURING ENTITY** hereby covenants to pay the **SERVICE PROVIDER** in consideration of the required services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract in accordance with the terms of the Bidding.

IN WITNESS WHEREOF, the PARTIES have hereunto affixed their signatures on the date and place as stated below their respective signatures.

**PHILIPPINE DEPOSIT
INSURANCE CORPORATION
PROCURING ENTITY**

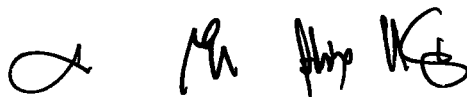
By:

Date: _____
Place: _____

SERVICE PROVIDER

By:

Date: _____
Place: _____



SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S

BEFORE ME, a Notary Public, for and in the City of Makati on this __ day of _____, 2021, appeared personally the following:

Name Government ID Nos. Date/Place Issued

PHILIPPINE DEPOSIT
INSURANCE CORPORATION
Represented by:

Represented by:

Known to me the same persons who executed the foregoing document and they acknowledged to me that the same is their free and voluntary act and deed as well as the corporations they represent, and that they are duly authorized to sign the same.

This instrument refers to a CONTRACT (Procurement of Maintenance Support Services for the PDIC's Existing Hyper-Converged Infrastructure Appliance) consisting of _____ (___) pages, including this page where the acknowledgment is written, signed on each and every page hereof by the party and their instrumental witnesses and thereafter sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above-written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2021.



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	Quantity	Total	Delivered, Weeks/Months

Submitted by: _____

Name and Signature of Authorized Representative

Designation : _____

Date : _____

25

AS T UNL A MA KG HIR P MK A

Schedule of Requirements

Section VII. Technical Specifications/Terms of Reference

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where

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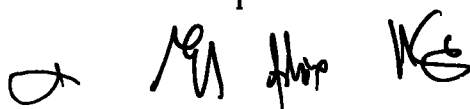
unavoidable they should always be followed by the words "*or at least equivalent.*"
References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance
1.	<p>The Project aims to provide the Procuring Entity with maintenance support services to the existing Hyper-Converged Infrastructure Appliance (HCIA) of the Procuring Entity, which covers the necessary upgrade/updates, patches and fixes. as well as technical support services especially in case of any breakdown.</p> <p>Towards this, the Service Provider agrees to fully and faithfully perform, undertake, accomplish, and deliver, to the satisfaction of the Procuring Entity, the following maintenance support services to the Procuring Entity's HCIA System:</p> <ul style="list-style-type: none"> ➤ One (1) year maintenance support services on the Procuring Entity's existing HCIA, which shall include the following: <ul style="list-style-type: none"> • Comprehensive maintenance of the 3 units of Nutanix NX 8235-G6. The serial number of the units may be provided upon request. • Software maintenance for Nutanix Acropolis Operating System (AOS) and Nutanix Prism Software. ➤ Comprehensive maintenance of the Procuring Entity's System, which shall include the following: <ul style="list-style-type: none"> • On-site semi-annual preventive maintenance of the system • 8x5 technical assistance to the Systems Administrator of the Procuring Entity to ensure the efficient operation of the system • 8x5 Email and phone support • Online access to support tools • Repair of defective hardware components, including supply and installation of the necessary replacement parts ➤ Software maintenance for the Nutanix AOS and Nutanix Prism, which shall include the following: <ul style="list-style-type: none"> • Proper installation of the latest version • Major and minor software update/upgrade • installation of service packs/patch releases 	<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</p>



	<p>➤ Technical support/assistance, which shall include the following:</p> <ul style="list-style-type: none"> • Setup, configuration, and revision of the default policies of the system. Customization and enhancement of the existing policies of the system and activation of other system features that may be required for implementation by the Procuring Entity • Onsite support by Service Provider's engineer within four (4) hours upon receipt of the request from the Procuring Entity <p>➤ In case of hardware defect within the maintenance period, a service unit of the same or higher specification shall be provided by the Service Provider, free of charge, if the unit is not repaired within twenty four (24) hours after the problem is reported.</p> <p><i>For a more detailed technical specifications and requirements of the Project, refer to the Terms of Reference issued/posted for this Project.</i></p>	<p>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 Service Provider liable for prosecution subject to the applicable laws and issuances.]</p>
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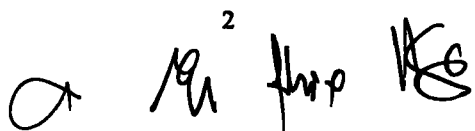
Submitted by: _____

Name and Signature of Authorized Representative

Designation : _____

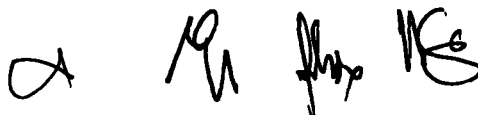
Date : _____

2



TERMS OF REFERENCE
For the Procurement of Maintenance Agreement
for the existing Hyper-Converge Infrastructure Appliance
of Philippine Deposit Insurance Corporation

Fact Sheet for Maintenance Agreement	Minimum Mandatory Requirement
1. Approved Budget of the Contract (ABC)	PHP1,906,000.00
Scope	<p>Supply and delivery of one (1) year maintenance of the existing Hyper-Converge Infrastructure Appliance (HCIA). The maintenance agreement (MA) shall include the following:</p> <ul style="list-style-type: none"> • Comprehensive maintenance of the 3 units of Nutanix NX 8235-G6. Serial Number of the units may be provided upon request. • Software maintenance for Nutanix Acropolis Operating System (AOS) and Nutanix Prism Software
2. Support and Maintenance	<ul style="list-style-type: none"> • Comprehensive maintenance of the existing HCIA, which shall include the following: <ul style="list-style-type: none"> ○ On-site semi-annual preventive maintenance of the system ○ 8x5 technical assistance to the Systems Administrator of PDIC to ensure the efficient operation of the system ○ 8x5 Email and phone support ○ Online access to support tools ○ Repair of defective hardware components, including supply and installation of the necessary replacement parts • Software maintenance for the Nutanix AOS and Nutanix Prism shall include the following: <ul style="list-style-type: none"> ○ Proper installation of the latest version ○ Major and minor software update/upgrade ○ Installation of service packs/patch releases • Technical support/assistance shall include the following: <ul style="list-style-type: none"> ○ Setup, configuration and revision of the default policies of the system. Customization and enhancement of the existing policies of the system and activation of other system features that may be required for implementation by PDIC ○ Onsite support by a service engineer, within four (4) hours upon receipt of the request from PDIC • In case of hardware defect within the maintenance period, a service unit of the same or higher specification shall be provided by the supplier, free of charge, if the unit is not repaired within 24 hours after the problem is reported



Fact Sheet for Maintenance Agreement	Minimum Mandatory Requirement
3. Other Requirements	<ul style="list-style-type: none"> • Only quotations from suppliers that are duly authorized by the manufacturer (Nutanix) shall be accepted. The certification from the manufacturer authorizing the supplier to provide the services specified in the Terms of Reference should be submitted by the supplier.
4. Delivery	<ul style="list-style-type: none"> • Delivery of Certificate of Coverage/ Maintenance Certificate shall be within 30 calendar days upon issuance of the Notice to Proceed
5. Payment	<ul style="list-style-type: none"> • One-time payment shall only be made upon the issuance by PDIC of the Certificate of Acceptance of the Coverage/Maintenance Certificate.



Checklist of Technical and Financial Documents

TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) issued pursuant to GPPB Resolution No 15-2021;

Technical Documents

- (b) 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. If the prospective bidder does not have any ongoing government and private contracts as required above, the prospective bidder has to make a similar declaration on the absence of any ongoing government and private contracts; **and**
- (c) 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 (Copy attached).

The two statements required shall indicate for each contract the following:

- (i) name of the contract;
 - (ii) date of the contract;
 - (iii) contract duration;
 - (iv) owner's name and address;
 - (v) kinds of Goods;
 - (vi) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (vii) For Statement of SLCC - amount of completed contracts date of delivery; and
 - (viii) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
- or
- (e) Original copy of Notarized Bid Securing Declaration (Copy attached); **and**

- (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- (g) Original duly signed Omnibus Sworn Statement (OSS) [Copy attached]; 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

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (i) 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.

Each partner of the joint venture shall submit the required legal eligibility documents stated herein, including the required post qualification documents. The submission of the technical and financial eligibility documents by any of the joint venture partners constitute compliance: Provided, that the Partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and Audited Financial Statements.

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

- (j) *[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.
- (k) 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 (Copy attached); and
- (b) Original of duly signed and accomplished Price Schedule[s] (Copy attached).

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SS

Name of Bidder : _____
 Business Address: _____
 Telephone No.: _____

Statement of all 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.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract and Value of Outstanding Contract	Date of Delivery

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB, within the relevant period as provided in the BDS:

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) or Sales Invoice issued for the contract, if completed, which shall be attached to the Statement.

Submitted by: _____
 Designation: Name & Signature of Authorized Representative
 Date: _____

T you = ... MA NG flix or MA A

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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]

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

AS *f* *one = gnd of RA No. 9184* *the* *in* *has A*

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

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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.**

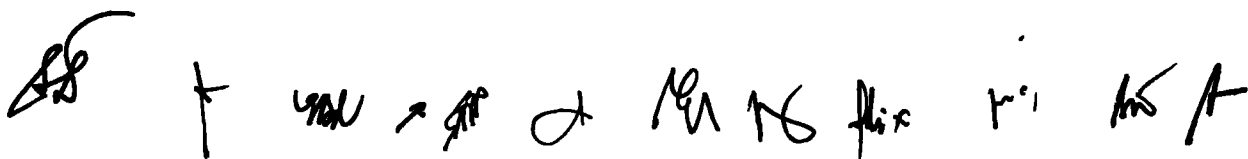
IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[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]



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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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.

A collection of handwritten signatures and initials in black ink, including a large stylized signature on the left and several smaller initials and names across the bottom.

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: _____

 P. W. - 9777 2 10/17 16/17 18/17 19/17 20/17

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: _____

AS + *can a gpp of MEH vs Price per kg A*

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: _____

AS *I was a part of the bid for the project*

