

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

**SUPPLY, DELIVERY, INSTALLATION AND  
INTEGRATION OF ADDITIONAL TWO (2) NODES  
HYPER-CONVERGED INFRASTRUCTURE AT DILG  
DISASTER RECOVERY (DR) SITE**

**COBAC IB NO. 036(G) s. 2021**

**Government of the Republic of the  
Philippines**

**Department of the Interior and Local  
Government (DILG)**

**Sixth Edition  
July 2020**

# 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.

## Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>11</b>
1. Scope of Bid .....	12
2. Funding Information.....	12
3. Bidding Requirements .....	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	12
5. Eligible Bidders.....	12
6. Origin of Goods .....	14
7. Subcontracts .....	14
8. Pre-Bid Conference .....	14
9. Clarification and Amendment of Bidding Documents.....	14
10. 14 .....	
11. 15 .....	
12. Bid Prices .....	15
13. Bid and Payment Currencies .....	16
14. Bid Security .....	16
15. Sealing and Marking of Bids .....	17
16. Deadline for Submission of Bids .....	17
17. Opening and Preliminary Examination of Bids .....	17
18. Domestic Preference .....	18
19. Detailed Evaluation and Comparison of Bids.....	18
20. Post-Qualification .....	19
21. Signing of the Contract .....	19
<b>Section III. Bid Data Sheet .....</b>	<b>21</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>23</b>
1. Scope of Contract .....	24
2. Advance Payment and Terms of Payment.....	24
3. Performance Security .....	24
4. Inspection and Tests .....	25
5. Warranty .....	25
6. Liability of the Supplier .....	25
<b>Section V. Special Conditions of Contract .....</b>	<b>26</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>31</b>
<b>Section VII. Technical Specifications .....</b>	<b>32</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>36</b>

# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports,

seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# ***Section I. Invitation to Bid***

## **Notes on the Invitation to Bid**

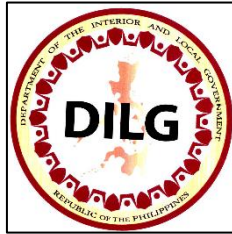
The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

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.





Republic of the Philippines  
Department of the Interior and Local Government

**CENTRAL OFFICE BIDS AND AWARDS COMMITTEE (COBAC)**

INVITATION TO BID

**SUPPLY, DELIVERY, INSTALLATION AND INTEGRATION OF ADDITIONAL TWO (2) NODES HYPER-CONVERGED INFRASTRUCTURE AT DILG DISASTER RECOVERY (DR) SITE**

COBAC IB NO. 036 (G) s. 2021

1. The **Department of the Interior and Local Government (DILG)**, through the General Appropriations Act FY 2021, intends to apply the sum **Nine Million Two Hundred Eighty Thousand Pesos (Php 9,280,000.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **SUPPLY, DELIVERY, INSTALLATION AND INTEGRATION OF ADDITIONAL TWO (2) NODES HYPER-CONVERGED INFRASTRUCTURE AT DILG DISASTER RECOVERY (DR) SITE**.

ITEM DESCRIPTION	QTY	TOTAL ABC
<b>HYPER-CONVERGED INFRASTRUCTURE</b>	1 LOT	<b>Php 9,280,000.00</b>

Bids received in excess of the **ABC** shall be rejected automatically at bid opening.

2. The DILG now invites bids for the **SUPPLY, DELIVERY, INSTALLATION AND INTEGRATION OF ADDITIONAL TWO (2) NODES HYPER-CONVERGED INFRASTRUCTURE AT DILG DISASTER RECOVERY (DR) SITE**. Delivery of the Goods is required for sixty (60) calendar days upon receipt of Notice to Proceed (NTP). Bidders should have completed, within two (2) years from the date of submission and receipt of bids (*November 9, 2019 – November 8, 2021*), a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II, Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act.”

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Interested bidders may obtain further information from the COBAC Secretariat through email at [bacsecretariat.dilgco@gmail.com](mailto:bacsecretariat.dilgco@gmail.com) or through these telephone numbers (02) 8926-6256 / (02) 8876-3454 local 5108.
5. A complete set of Bidding Documents may be purchased by interested Bidders from the COBAC Secretariat on **October 15 – November 8, 2021** upon payment of fees for the Bidding Documents amounting to **Ten Thousand Pesos (Php 10,000.00)**. **As a safety protocol, all interested bidders are advised to schedule their visit with the COBAC Secretariat beforehand. Further, all transactions will be done from 10:00 a.m to 2:00 p.m., Mondays to Fridays, at the lobby of the DILG-NAPOLCOM Building only.**

The Bidding Documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the DILG Website, provided that bidders shall pay the applicable fee for purchase of Bidding Documents not later than the submission of their bids

6. The DILG will hold a Pre-Bid Conference on **October 25, 2021, 1:30 p.m.** via **ZOOM (Meeting ID: 852 0139 4503 ; Passcode: 964268)**, which shall be open to all prospective bidders. Upon entering the ZOOM virtual meeting, prospective bidders are instructed to use the following format for their video screens:

**<IB No. \_\_\_\_>\_<Company Name>\_<Full Name of Authorized Representative>**

7. Bids must be duly received by the COBAC Secretariat at the *Lobby of the DILG-NAPOLCOM Center, EDSA corner Quezon Avenue, West Triangle, Quezon City* on or before **November 9, 2021 - 9:00 a.m.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18. **Late bids shall not be accepted.**
9. Bid opening shall be on **November 9, 2021, 1:30 p.m.** live streamed via ZOOM. Meeting ID and Password shall be given to the bidders upon purchase of the Bidding Documents. Bids will be opened in the presence of the bidders' authorized representatives who choose to attend the online meeting. **For convenience and ease in the conduct of proceedings, bidders or their authorized representatives must provide to the COBAC Secretariat, either via email or any acceptable mode of electronic transmission, a copy of their authorization and company identification to participate in said bidding.**
10. The bidders must refer to the published Bidding Documents for final guidance.

11. The DILG 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 Section 41 of RA 9184 and its 2016 RIRR, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

**MS. ELNORA A. VELASCO**

Head, COBAC Secretariat  
23<sup>rd</sup> Floor, DILG-NAPOLCOM CENTER  
Edsa corner Quezon Avenue, West Triangle  
Quezon City  
Tel. No. (02) 8926-6256/ (02) 8876-3454 loc. 5108  
E-mail: bacsecretariat.dilgco@gmail.com  
[www.dilg.gov.ph](http://www.dilg.gov.ph)

**USEC. RICOJUDGE JANVIER M. ECHIVERRI, MPSA, JD, CESE**  
Chairperson, COBAC

By:

**sgd.**  
**ATTY. JENA J. JAVAREZ**  
Vice Chairperson, COBAC

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, DILG, wishes to receive Bids for the **SUPPLY, DELIVERY, INSTALLATION AND INTEGRATION OF ADDITIONAL TWO (2) NODES HYPER-CONVERGED INFRASTRUCTURE AT DILG DISASTER RECOVERY (DR) SITE**, with identification number **COBAC IB No. 036 (G) s. 2021**.

The Procurement Project (referred to herein as “Project”) is composed of **one (1) lot**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2021** in the amount of **Nine Million Two Hundred Eighty Thousand Pesos (Php 9,280,000.00)**.

2.2. The source of funding is: **NGA, the General Appropriations Act FY 2021**

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership 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.
- 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.
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

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

## 8. Pre-Bid Conference

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

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within two (2) years from the date of submission and receipt of bids prior to the deadline for the submission and receipt of bids (**NOVEMBER 9, 2019 – NOVEMBER 8, 2021**).
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the

foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## **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)**.

12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### 13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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**.

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<sup>1</sup> 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.

- 14.2. The Bid and bid security shall be valid for a period of ***One Hundred Twenty (120) calendar days from the Opening of Bids***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

## **15. Sealing and Marking of Bids**

Each Bidder shall submit one original and two (2) copies each of the first and second components of its Bid. **Bidders are highly encouraged to label and tab properly their bid submissions.**

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 ***at its physical address*** as indicated in paragraph 7 of the **IB**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

## **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.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## **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.
- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
  - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 **one (1) 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**

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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 or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

## **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**.

For Framework Agreement, the following provisions shall apply:

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder

or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.5. The following documents shall form part of the Framework Agreement:

- a. Framework Agreement Form;
- b. Bidding Documents;
- c. Call-offs;
- d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## *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.

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. <b>Procurement of Hyper-Converged Infrastructure;</b></li> <li>b. Completed within two (2) years prior to the deadline for the submission and receipt of bids <b>(November 9, 2019 – November 8, 2021).</b></li> </ul>
7.1	N/A
12	The price of the Goods shall be quoted DDP to <b>DILG Central Office, DILG-NAPOLCOM Center, Quezon City, Metro Manila, Philippines</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Php 185,600.00</b> [equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Php 464,000.00</b> [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.</li> </ul>
19.3	N/A
20.2	<i>Compliance to all existing laws and regulations</i>
21.2	N/A

## ***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.



## 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**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 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. In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

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

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

#### **5. Warranty**

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

#### **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **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.

# Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered to <b>DILG Central Office, DILG-NAPOLCOM Center, Quezon City, Metro Manila, Philippines</b>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to <b>DILG Central Office, DILG-NAPOLCOM Center, Quezon City, Metro Manila, Philippines</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Property Accounts Section, General Services Division, Administrative Service, DILG Central Office, DILG-NAPOLCOM Center, Quezon City, Metro Manila, Philippines</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ul>

	<ul style="list-style-type: none"> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>
	<ul style="list-style-type: none"> <li>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>f. <i>[Specify additional incidental service requirements, as needed.]</i></li> </ul> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods.</p>

	<p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>“The terms of payment shall be as follows: <b><i>N/A.</i></b>”</p>
4	<p>The inspections and tests that will be conducted are:</p> <p><b><i>1. Product Demonstration or presentation during post-qualification to be conducted at a time and place either at PE or supplier's office, or through videoconferencing, provided such arrangement is mutually acceptable to both parties, if applicable.</i></b></p> <p><b><i>2. Physical / Actual inspection to ensure conformity with the Technical Specifications provided in the Terms of Reference (TOR).</i></b></p>
5	<p>Warranty Security</p> <p>The obligation for the warranty shall be covered by either retention money in an amount equivalent for five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) of total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, that the supplies delivered are free from patent and latent defects and all conditions are fully met.</p>

	<p>A warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.</p>
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## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	<b>Note: Complete specifications at Section VII of Bid Documents</b>	1 lot	1 lot	<b>Sixty (60) calendar days upon receipt of Notice to Proceed (NTP)</b>

# **Section VII. Technical Specifications**

## **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 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

*Bidders must state either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.*

Specification	Quantity	Unit ABC	Total ABC	Statement of Compliance	Evidence of Compliance
<p><b>Supply, Delivery, Installation and Integration of Additional Two (2) Nodes Hyper-Converged Infrastructure at DILG Disaster Recovery (DR) Site</b></p> <p><b><u>TERMS OF REFERENCE</u></b></p> <p><b>Supply, Delivery, Installation and Integration of Additional Two (2) Nodes Hyper-Converged Infrastructure</b></p> <p><b>at DILG Disaster Recovery (DR) Site</b></p> <p><b><u>I. BACKGROUND</u></b></p>	1 Lot	Php 9,280,000.00	Php 9,280,000.00		<p>1. Technical Datasheets/ documentation of the product being offered;</p> <p>2. Warranty Certificate issued by the bidder;</p> <p>3. Duly notarized sworn statement issued by the bidder stating that the product it offers is brand new, genuine and authentic; and</p>

<p>The Department of the Interior and Local Government Central Office (DILG-CO) has established the LAN, WAN and IP Telephony Project that enhance Internet/Network Operations and integrated Voice/Data Communication. However, this project needs to be continuously improved and maintained by developing application systems/software either in-house or out-source in nature to suffice the current data transmission, application systems, and overall internet/network operations of the Department.</p> <p>DILG-ISTMS has realized the demands on compute and storage to enable the business to meet its objectives, operational effectiveness and business continuity. DILG-ISTMS decided to capacitate and increase the current infrastructure at Disaster Recovery (DR) Site by expanding or adding additional two (2) nodes of hyper-converged solutions in order to meet business requirements on demand.</p> <p>In line with one of DILG's strategic objective Operational effectiveness, DILG-ISTMS aims to achieve continuous ICT service improvement and customer focused ICT delivery. This can be achieved through maximizing focus on core business processes and maximizing the efficiency and effectiveness of DILG-ISTMS ICT infrastructure environment.</p> <p>And to maximize the efficiency and effectiveness of ICT support within the Department and Regional Offices; ISTMS plans for additional hyper-converged infrastructure to be deploy at its</p>					<p>4. Manufacturer's Certificate as follows:</p> <p>a. For Distributors: Original Certification from the manufacturer stating that the bidder is an authorized distributor of the item.</p> <p>b. For reseller/ dealers: Original Certification from its manufacturer/distributor stating that the bidder is an authorized reseller/dealer of the product.</p>
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<p>Disaster Recovery Site that will allow ICT to realize its goal without creating risks to the stakeholders.</p>					
<p><b>II. <u>OBJECTIVES OF THE PROJECT</u></b></p> <p>The project aims to enhance and support DILG’s existing Hyper-Converged Infrastructure and Server Room requirements at Disaster Recovery (DR) Site. The following are the objectives of the project:</p> <ul style="list-style-type: none"> <li>● Refresh and upgrade the current hardware/software with increased capacity on compute, network and storage in virtualized environment consolidated and engineered into hyper-converged infrastructure that is highly available and scalable to meet the requirements of the Department;</li> <li>● Enforce and Strengthen the reliability and/or stability of the Department’s Infrastructure Recovery to allow business continuity and operation of critical application systems;</li> <li>● Increase support and productivity through the enhancement of both the internal hosting capability and capacity, providing the best service to the people of local government throughout the country;</li> <li>● Ensure seamless access, availability and real time exchange of information.</li> </ul> <p><b>III. APPROVED BUDGET FOR THE CONTRACT</b></p>					

<p>The Approved Budget for the Contract (ABC) for the project is <b>NINE MILLION TWO HUNDRED EIGHTY PESOS (Php 9,280,000.00)</b> sourced from the 2021 Capital Outlay and MOOE per the General Appropriations Act (GAA), inclusive of all applicable government taxes and charges.</p> <p><b><u>IV.SCOPE OF WORKS</u></b></p> <p>For this project, DILG-ISTMS is dedicated to increase and expand the existing capacity and capability of its Hyper-Converged Infrastructure on its DR Site that will accommodate the existing and upcoming back-up requirements between Central Office and Regional Offices. Furthermore, the project scope shall include the following:</p> <ol style="list-style-type: none"> <li>1. Installation and Integration of the Two (2) Additional Nodes to a New Cluster of Hyper-Converged Infrastructure to the existing Management Platform (VMWare VCenter) <ol style="list-style-type: none"> <li>a. Relocation and Transfer of the existing/old Hyper-Converged Infrastructure and its related equipment/accessories from its old Rack Cabinet to the New Data Rack Cabinet;</li> <li>b. Installation, Integration and Configuration of New Cluster on existing vCenter;</li> </ol> </li> </ol>					
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<p>c. Installation and Upgrade of Software Management Tools but not limited to the following: a) HPE Infosight, b) VMware vCenter, c) HPE Simplivity;</p> <p>d. Perform Post-Deployment Checks to validate the proper health and operation;</p> <p>2. Supply, Delivery, Installation and Commissioning of Data Rack Cabinet with 5KVA UPS and its related components/accessories to support the additional electrical supply or requirements of the existing DR Site Server Room;</p> <p>3. Integrated Solution Testing and Maintenance</p> <p>a. This installation has to be done using the proposed/existing DILG Network. The winning bidder/supplier has to coordinate with the DILG Network group for the implementation of the Hyper-Converged Infrastructure;</p> <p>b. After the installation is complete, the winning bidder/supplier is required to carry out a complete series of commissioning and acceptance tests for the complete solution with documentation;</p> <p>c. The acceptance tests shall be carried out to demonstrate the capacity, functionality, performance and effectiveness of the solution;</p> <p><b>V. DELIVERABLES</b></p>					
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<p>The deliverables include hardware/software licenses, supports and subscriptions, servers, ups, data rack cabinet and its accessories, cabling, where required, and any other equipment required to make the system operational. All firmware, software and licenses should be of the recent/latest stable version.</p> <p>The equipment for the Additional Two (2) Nodes Hyper-Converged Infrastructure for Disaster Recovery (DR) Site will comprise of two (2) components that will form parts of its operationalization. The HCI DR Site Project will consist of 1.) Hypervisor Management Software for Server Virtualization Production Support Components, and 2.) Hyper-Converged Infrastructure Components only for the full operationalization of the Department's existing Hyper-Converged Infrastructure at Central Office and DR Site.</p> <p>The two (2) components will be integrated or designed as a whole system based on the specified requirements contained in this Terms of Reference.</p> <p>The additional Hyper-Converged Infrastructure Project must be of the same brand with the existing fleet of equipment deployed at DILG for seamless integration and operability of the project, and must have the following functionality and specifications and functionality mentioned at the Technical Specification Requirement Section, to wit:</p>					
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**A. General Requirements**

The project requires for the procurement of the following:

Item No.	PARTICULARS	QTY	OUM
1	Hypervisor Management Software for Server Virtualization Production Support Components	1	Lot
2	Hyper-Converged Infrastructure Components	1	Lot

**B. Detailed Technical Requirements (Minimum)**

Item No.	PARTICULARS	QTY	OUM
1	<b>HYPERVERSOR MANAGEMENT SOFTWARE FOR SERVER VIRTUALIZATION PRODUCTION SUPPORT COMPONENTS</b> <i>(Existing Production Support at DILG-CO and DR Site)</i>		
1.1.	<b>VMWare vSphere</b> (latest version) <b>Enterprise Plus</b> (Per CPU) (Instance #188577690 & #188577691)	8	Units
1.2.	<b>VMWare vRealize Operations</b> (latest version) <b>Standard</b> (Per CPU)	8	Units

		(Instance #181833548 & #181833548)							
	<b>1.3.</b>	<b>VMWare vCenter Server Standard for vSphere</b> (latest version) (Per Instance) (Instance #187815035)	1	Units					
	<b>1.4.</b>	<b>M.A. Renewal</b> of Existing Two (2) SVT-380 Gen9 Nodes (Serial Number: SGH801W42W & SGH801W42T)	1	Lot					
	<b>1.5.</b>	Inclusive of <b>Three (3) Years Production Support and Subscription Services</b>	1	Lot					
<b>2</b>	<b>HYPER-CONVERGED INFRASTRUCTURE COMPONENTS</b> ( <i>Additional Nodes to be Deployed at DR Site</i> )		1	Lot					
	<b>2.1. Two (2) Node Hyper-Converged Server</b> – each node/server must have the following minimum requirements:								
		<b>2.1.1. Physical Processor</b>	2	units					
		2.1.1.1 At least 2 <sup>nd</sup> Generation Intel Xeon Gold							
		2.1.1.2. At least 2.90GHz Base Frequency							
		2.1.1.3. At least sixteen (16) Cores							

		<b>2.1.2. at least 384GB DDR4 RDIMM Kit</b>	1	unit					
		2.1.2.1. At least 12x32GB							
		2.1.2.2. DDR4 SDRAM Technology							
		2.1.2.3. At least 2933MHz Memory Speed							
		2.1.2.4. Must support ECC							
		<b>2.1.3. At least 8x1.92TB SSD Storage Kit</b>	1	Unit					
		<b>2.1.4. Power Supply</b>	2	Units					
		2.1.4.1. 1600W Power Output							
		2.1.4.2. At least 94% Efficiency							
		2.1.4.3. 200V-240V AC Input Voltage							
		2.1.4.4. at least Flex Slot Platinum Hot Plug Low Halogen PSU							
		2.1.5. With the following ports and interfaces:							
		<b>2.1.5.1. 2x10GbE SFP+ NIC</b>	2	Units					
		<b>2.1.5.2. with at least 10G (SFP+) Transceivers</b>	8	Units					
		<b>2.1.5.3. with at least 5m Fiber Patch Cable</b>	4	Units					

	<b>2.2. Remote Server Management Software and Hypervisor Management Software for Server Virtualization</b>							
		2.2.1. Remote Server Management Software	2	Units				
		2.2.2. <b>VMWare vSphere</b> (latest version) <b>Enterprise Plus</b> (Per CPU)	4	Units				
		2.2.3. <b>VMWare vRealize Operations</b> (latest version) <b>Standard</b> (Per CPU)	4	Units				
		2.2.4. Inclusive of <b>Three (3) Years Production Support and Subscription Services</b>	1	Lot				
	<b>2.3. Data Rack Cabinet Components and Accessories</b>							
		<b>2.3.1. Data Rack Cabinet</b>	1	Unit				
		2.3.1.1. At least <b>42U Free Standing Server Rack Cabinet</b> that supports Tool-less design for cable, air flow management, and PDU mounting for flexible and quick installation						
		2.3.1.2. Dimensions are as follows: - at least <b>42U Enclosure Height</b> ; - at least 600mm Width; and - at least 1100mm Depth						

		2.3.1.3. All Rack Panels and Doors are inherently grounded to Frame							
		2.3.1.4. Must have the following inclusions: - Single Flat Front Mesh Door; - Double Flat Rear Mesh Doors; - Roof Top with cable entry plates; - Top Mount Fan Tray with 4 Fans; - Two (2) pairs of side panels, top & bottom; - 4 casters & 4 fast deploying leveling feet; - 4x (19”) EIA-310 Vertical Mounting Rails; - 2x Vertical PDU / Cable Management Tray Ready for Dual PDU Mounting; - Sets of Nuts and Screws, and mounting Accessories							
		<b>2.3.2. 5KVA Uninterruptible Power Supply (UPS)</b>	1	Unit					

		2.3.2.1. at least 5000 VA / 5000W Ratings							
		2.3.2.2. at least 94% AC-AC Efficiency							
		2.3.2.3. at least 50A Rating							
		2.3.2.4. Includes the following sockets: - Two (2) IEC320 C19 16A/250V, and - Six (6) C13 10A/250V							
		<b>2.3.3. Rack-Mount Power Distribution Unit (PDU)</b>	2	Units					
		2.3.3.1. 250VAC 50/60 Hz Voltage Rating							
		2.3.3.2. 16A Current Rating							
		2.3.3.3. at least 4000W power							
		2.3.3.4. Inclusive of IEC320 C20 16A Plug							
		2.3.3.5. must have the following sockets: - at least Two (2) IEC320 C19, and - at least Eight (8) IEC320 C13							
		<b>2.3.4. Inclusive of Three (3) Years Warranty and Support Services</b>							

	<p>Note: For precautionary safety measure and adhering with the standards. It is highly recommended that the Data Rack Cabinet, UPS and PDU being offered must be of the same/one brand, or known brand.</p>						
	<p><b>C. Installation</b></p> <p>The Supplier/Bidder shall provide the necessary installation, setup, integration and configuration services of all deliverables, to include but not limited to hardware, software, network and electrical. Additional Nodes will be configured as New Cluster and it will be joined to the existing federation.</p> <p><b>D. Technical Support</b></p> <p>Quality assurance is expected from the SUPPLIER/BIDDER, such that any error or fault in any hardware, peripherals, pre-installed mandatory software and installation tools delivered during the implementation shall be acted upon, resolved, mitigated and/or replaced accordingly at no cost to the Department. Likewise, upon final project acceptance, the SUPPLIER/BIDDER is required to provide</p>						

<p>after sales service and assurance that all equipment and installations are accurate, complete, operable, uncompromised, and error-free during the warranty period.</p> <p><b>IV. OTHER REQUIREMENTS</b></p> <p><b>A. WARRANTY AND AFTER-SALES SUPPORT</b></p> <ol style="list-style-type: none"> <li>1. Three (3) year on parts, labor, subscriptions and support;</li> <li>2. The warranty period shall commence from Project Acceptance by the DILG. This includes repair, correction, or replacement of any defect of any nature that may occur. A quarterly preventive maintenance must be performed on-site service for the duration of warranty period;</li> <li>3. During the warranty period, the winning bidder/supplier shall provide the following support: <ol style="list-style-type: none"> <li>a. Telephone Technical Support Service – DILG Technical personnel to refer/consult through telephone call concerning malfunction</li> </ol> </li> </ol>					
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<p>encountered on the system and provide immediate solution to the problem;</p> <p>b. On-Site Technical Support – Upon receipt of service/trouble call/e-mail/notification shall provide on-site technical support within two (2) hours for emergency cases and eight (8) hours for normal cases. While undergoing repair, a service unit must be provided to ensure uninterrupted system operation;</p> <p>c. Personnel capable of troubleshooting and maintaining the system including the required tools, maintenance spares, hardware, software, materials, etc. for the rectification of any problem.</p> <p>4. The winning bidder/supplier shall configure the system in any case of system error and replace or replace any defect of any nature that may occur within the warranty period.</p>					
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<p><b>B. TRANSFER OF TECHNOLOGY AND DOCUMENTATION</b></p> <ol style="list-style-type: none"> <li>1. The winning bidder/supplier must provide a free training program to qualified staff/employee of the Department of the Interior and Local Government (DILG) in installation, configuration, integration, administration of all of the deliverables;</li> <li>2. The winning bidder/supplier must submit appropriate manuals such as Equipment, User and Operational Manual shall be provided to each participant and written in a simple manner that everybody can understand;</li> <li>3. The winning bidder/supplier must conduct or carry out a complete series of commissioning and acceptance tests for the completed;</li> <li>4. Training and Technology Transfer should be conducted before final project acceptance.</li> </ol>					
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<p><b>C. RESPONSIBILITY OF THE BIDDER</b></p> <ol style="list-style-type: none"> <li>1. The bidder must submit original brochure of all deliverables;</li> <li>2. The winning bidder/supplier is required to carry out a complete series of commissioning and acceptance tests for the complete solution with documentation;</li> <li>3. The acceptance tests shall be carried out to demonstrate the capacity, functionality, performance and effectiveness of the solution;</li> <li>4. Document all systems and provide documentation about technical systems and configuration and setup.</li> </ol> <p><b>VI. TERMS OF PAYMENT</b></p> <p>The training and technology transfer must be conducted or completed by the winning bidder/supplier before the final project acceptance by the DILG.</p> <p>The project will be paid Fifty Percent (50%) upon Delivery of Equipment and Systems (Hardware/Software components),</p>					
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and the remaining Fifty Percent (50%) upon installation, Configuration, Integration of Equipment/Software and accessories, training, submission of documentation and 100% completion of the project.					
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## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).

In case there is an expired Class “A” document reflected in the Annex A of PhilGEPS Registration Certificate, it is the responsibility of the bidder to update it with the PhilGEPS, and a copy of the valid Class “A” document must be submitted during the bid opening as attachment to the PhilGEPS Registration Certificate. Failure to attach the valid Class “A” document will be a ground for disqualification;

**or**

- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. **Attached is the sample Statement format for reference.; and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within two (2) years from the date of submission and receipt of bids **(NOVEMBER 9, 2019 – NOVEMBER 8, 2021). Attached is the sample Statement format for reference.**  
**It must be accompanied by Copy/ies of end user’s acceptance OR official receipt(s) OR sales invoice issued for the contract.**

**Note: Collection Receipt is not acceptable supporting document for the SLCC per GPPB NPM 125-2015. and**

- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (i) Conformity with the Technical Specifications, which should include evidence of compliance; production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

**Financial Documents**

- ☐ (f) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.  
  
If it is electronically submitted to the BIR, the Transaction Reference Number shall serve as the proof of submission, in lieu of the manual "Received" stamping. (Source: Revenue Memorandum Circular No. 49-2020) ; **and**
- ☐ (k) 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**

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

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

- ☐ (m) *[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.

- ☐ (n) 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 (*full signature in all pages*); **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule/s (*full signature in all pages*).

**Note: Use the prescribed Forms / Templates (e.g. Bid Securing Declaration, Omnibus Sworn Statement, Financial Bid Form, Price Schedules) which may be accessed through this link: <https://www.gppb.gov.ph/downloadables.php>**

**The forms should include all the mandatory provisions as identified in Item 6 of GPPB Circular 04-2020 dated 16 September 2020. Non-inclusion of the mandatory provisions in any of the Required Forms shall be a ground for disqualification.**



**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, within the relevant period as provided in the Bidding Documents.**

**This is to CERTIFY that (company) has the following ongoing and awarded but not yet started contracts:**

<b>Name of the Contract</b>	<b>Date of the Contract</b>	<b>Contract Duration</b>	<b>Owner's Name and Address</b>	<b>Kinds of Goods</b>	<b>Amount of Contract and Value of Outstanding Contracts</b>	<b>Date of Delivery, if delivered</b>
				TOTAL		

**Name and Signature of  
Authorized Representative**

**Date**

Statement identifying the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided in Section 23.4.1.3 of this 2016 RIRR, within the relevant period as provided in the Bidding Documents

This is to CERTIFY that (company) has the following completed Contracts for the period \_\_\_\_\_.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contracts*	Date of Delivery

*Note: \*Adjusted by the bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement.*

Name and Signature of  
Authorized Representative

Date

