



# **BIDDING DOCUMENTS**

## **SUBSCRIPTION TO WARRANTY AND MAINTENANCE SERVICES FOR THE SYSTEMS AND DATABASE APPLICATION SERVERS OF THE THREE (3) OP-PMS SUB-CENTRAL UNITS**

**PB No. PMSBAC-PB- 2024-039  
(*Early Procurement Activity*)**

**Bids and Awards Committee**  
Presidential Management Staff  
Arlegui St., San Miguel, Manila

Email: [bac@pms.gov.ph](mailto:bac@pms.gov.ph)

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

ABC – Approved Budget for the Contract

BAC – Bids and Awards Committee

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

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

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

BIR – Bureau of Internal Revenue

BSP – Bangko Sentral ng Pilipinas

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

CDA - Cooperative Development Authority

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

CIF – Cost Insurance and Freight

CIP – Carriage and Insurance Paid

CPI – Consumer Price Index

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

DTI – Department of Trade and Industry

EXW – Ex works

FCA – “Free Carrier” shipping point

FOB – “Free on Board” shipping point

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

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

GFI – Government Financial Institution

GOCC – Government-owned and/or –controlled corporation

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

GOP – Government of the Philippines

GPPB – Government Procurement Policy Board

INCOTERMS – International Commercial Terms

Infrastructure Projects – include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as civil works or works (2016 revised IRR, Section 5[u])

LGUs – Local Government Units

NFCC – Net Financial Contracting Capacity

NGA – National Government Agency

PhilGEPS - Philippine Government Electronic Procurement System

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

PSA – Philippine Statistics Authority

SEC – Securities and Exchange Commission

SLCC – Single Largest Completed Contract

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

UN – United Nations



Office of the President of the Philippines  
PRESIDENTIAL MANAGEMENT STAFF  
Malacañang



## ***Invitation to Bid***

### ***Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units***

***PB No. PMSBAC-PB- 2024-039  
(Early Procurement Activity)***

1. The **Office of the President – Presidential Management Staff (OP-PMS)**, through the **National Expenditure Procurement (NEP) for Fiscal Year 2025**, intends to apply the sum of **Three Million Pesos (PhP3,000,000.00)**, which is the Approved Budget for the Contract (ABC) for the **Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **OP-PMS** now invites bids for the above Procurement Project. The delivery of goods is provided under Section VI. Schedule of Requirements. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project.

The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding shall be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from OP-PMS BAC Secretariat and inspect the Bidding Documents at the address given below during **10:00AM to 6:00PM**.

5. A complete set of Bidding Documents is downloadable, free of charge, from the given address and online platforms<sup>1</sup>, however, a participating bidder is required to pay the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **PhP5,000.00**.

The payment for the bidding documents shall be in:

- a. **Cash** through the OP-PMS Cashier located at the PMS Bldg., Arlegui St., San Miguel, Manila; or
- b. **Over the counter payment** at any LandBank branch nationwide:

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<sup>1</sup> PMS and PhilGEPS website

- Prospective bidder may request the account details via *bac@pms.gov.ph*
  - Prospective bidder must email the copy of the validated deposit slip to the BAC Secretariat at *bac@pms.gov.ph*, official receipt will be prepared by the OP-PMS cashier once confirmed that the deposit slip has been credited to the OP-PMS bank account.
6. The OP-PMS shall hold a **pre-bid conference** on **16 October 2024 at 11:00 AM** through video conferencing via Microsoft Teams, which shall be open to prospective bidders. Interested bidders must accomplish a form to be given a link to virtually join the Pre-bid conference. Kindly click this link: **<https://forms.office.com/r/56fdmUDdLK>**
7. Bids must be duly received by the OP-PMS BAC Secretariat through **online or electronic submission** via **[bac@pms.gov.ph](mailto:bac@pms.gov.ph)** on or before **30 October 2024 at 10:00 AM**. **Late bids shall not be accepted.**

The submission shall contain the following:

- a. Bidders shall submit their bid proposal in a clear **PDF format**: 1 zip folder (password protected) containing the First/Technical Component of the Bid; and 1 zip folder (password protected) containing the Second/Financial Component of the Bid.

In case the total file size of the bid proposal is more than the allowable size of email attachment, the bidder may upload the bid proposal in google drive and send the link to the BAC Secretariat.

**Bidders are strictly advised not to include the passwords in the emailed bid proposals. Passwords to access bid submissions shall be disclosed during the opening of bids. The BAC Secretariat shall access the bid submissions with a maximum of five attempts, after which, the inaccessible bid proposal shall no longer be considered.**

- b. All pages must be either digitally signed, or manually signed and scanned, and is arranged/ numbered accordingly based on the Eligibility Checklist using standard file name.

**Note:** It is the responsibility of the bidders to ensure that their respective submissions are fully compliant with all bid submission requirements and are duly received by the OP-PMS BAC Secretariat prior to the deadline of submission and receipt of their bids.

**Bid proposals submitted along with their corresponding passwords and/or not in compressed folders and not password protected, shall be rejected.**

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. The **bid opening** shall be on **30 October 2024 at 11:00 AM** through video conferencing via *Microsoft Teams*. Bids shall be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The OP-PMS 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:

*The PMS BAC Secretariat*  
PMS Building, Arlegui St. cor. Aguado St.  
Malacañang Compound, San Miguel, Manila  
Contact No.: 0917 804 8069  
*bac@pms.gov.ph*  
<https://www.pms.gov.ph/>

12. You may visit the following websites:

For downloading of Bidding Documents:

- <https://www.pms.gov.ph/index.php/transseal/procurement/applan/40-app/2884-procurement-2>
- <https://notices.philgeps.gov.ph/>

For online bid submission: **[bac@pms.gov.ph](mailto:bac@pms.gov.ph)**

**9 October 2024**

**SIGNATURE REDACTED**

**WILBURN L. TAN, JR.**

*Chairperson, Bids and Awards Committee and  
Assistant Secretary for Legal Affairs*



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

### **1. Scope of Bid**

The Procuring Entity, **Office of the President – Presidential Management Staff** wishes to receive Bids for the **Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units**, with Public Bidding No. PMSBAC-PB- 2024-039.

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 **National Expenditure Procurement (NEP) for Fiscal Year 2025** in the amount of **Three Million Pesos (PhP3,000,000.00)** inclusive of all applicable taxes and other charges.

2.2 The source of funding is the **National Expenditure Procurement (NEP) for Fiscal Year 2025**.

### **3. Bidding Requirements**

3.1 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.

3.2 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.

3.3 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**

4.1 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 shall 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 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**

- 6.1 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.**

- 7.2 Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier shall 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.

## **8. Pre-Bid Conference**

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

## **9. Clarification and Amendment of Bidding Documents**

- 9.1 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 prior to the deadline for the submission and receipt of bids.**
- 10.3 If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

#### **12. Bid Prices**

- 12.1 Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

- iv. The price of other (incidental) services, if any, listed in the BDS.
- 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 the BDS.

### **13. Bid and Payment Currencies**

- 13.1 For Goods that the Bidder shall 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.

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

### **14. Bid Security**

- 14.1 The Bidder shall submit a Bid Securing Declaration 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 until 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**

- 15.1 Each Bidder shall submit one copy of the first and second components of its Bid.
- 15.2 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.
- 15.3 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 shall be used, attendance of participants shall likewise be recorded by the BAC Secretariat.
- 17.2 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.
- 17.3 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 shall grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## 19. Detailed Evaluation and Comparison of Bids

- 19.1 The Procuring Entity's 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 shall be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by ITB Clause 14 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 project having several items 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

- 20.1 **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.

## Section III. 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. involving goods or related services of the same nature and complexity as the project to be bid; and</li> <li>b. completed within the last <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.</li> <li>c. whose value, adjusted to current prices using the Philippine Statistics authority's Consumer Price Index (CPI), must be <b><u>at least 50% of the ABC.</u></b></li> </ul>						
7.1	<b>The Procuring Entity has prescribed that Subcontracting is not allowed.</b>						
8	The OP-PMS shall hold a <b>pre-bid conference on 16 October 2024 at 11:00 AM</b> through video conferencing via <i>Microsoft Teams</i> , which shall be open to prospective bidders. Interested bidders must accomplish a form to be given a link to virtually join the Pre-bid conference. To access the form, please find the link and/or scan the QR code provided in the Invitation to Bid.						
9	Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents <b>at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.</b>						
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.						
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 45%;">Item/ Description</th> <th style="width: 25%;">Cash, Cashier's/Manger's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit <u>(2% of the ABC)</u> <i>(in PhP)</i></th> <th style="width: 30%;">Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission <u>(5% of the ABC)</u> <i>(in PhP)</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: left;"><b>Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units</b></td> <td><b>60,000.00</b></td> <td><b>150,000.00</b></td> </tr> </tbody> </table> <p>The bid security in the form of cashier's/manager's check shall be payable to Presidential Management Staff.</p>	Item/ Description	Cash, Cashier's/Manger's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit <u>(2% of the ABC)</u> <i>(in PhP)</i>	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission <u>(5% of the ABC)</u> <i>(in PhP)</i>	<b>Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units</b>	<b>60,000.00</b>	<b>150,000.00</b>
Item/ Description	Cash, Cashier's/Manger's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit <u>(2% of the ABC)</u> <i>(in PhP)</i>	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission <u>(5% of the ABC)</u> <i>(in PhP)</i>					
<b>Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units</b>	<b>60,000.00</b>	<b>150,000.00</b>					

15.3	<p>Bids must be duly received by the OP-PMS BAC Secretariat through <b>online or electronic submission</b> via <a href="mailto:bac@pms.gov.ph">bac@pms.gov.ph</a> on or before <b>30 October 2024 at 10:00 AM</b>. <b><u>Late bids shall not be accepted.</u></b></p> <p>The submission shall contain the following:</p> <p>a. Bidders shall submit their bid proposal in a clear <b>PDF format</b>: 1 zip folder (password protected) containing the First/Technical Component of the Bid; and 1 zip folder (password protected) containing the Second/Financial Component of the Bid.</p> <p>In case the total file size of the bid proposal is more than the allowable size of email attachment, the bidder may upload the bid proposal in google drive and send the link to the BAC Secretariat.</p> <p><b><u>Bidders are strictly advised not to include the passwords in the emailed bid proposals. Passwords to access bid submissions shall be disclosed during the opening of bids. The BAC Secretariat shall access the bid submissions with a maximum of five (5) attempts, after which, the inaccessible bid proposal shall no longer be considered.</u></b></p> <p>b. All pages must be either digitally signed, or manually signed and scanned, and is arranged/ numbered accordingly based on the Eligibility Checklist using standard file name.</p> <p><b>Note:</b> It is the responsibility of the bidders to ensure that their respective submissions are fully compliant with all bid submission requirements and are duly received by the OP-PMS BAC Secretariat prior to the deadline of submission and receipt of their bids.</p> <p><b>Bid proposals submitted along with their corresponding passwords and/or not in compressed folders and not password protected, shall be rejected.</b></p>
17.1	<p>The <b>opening of bids</b> shall be held on <b>30 October 2024 at 11:00 AM</b>, through videoconferencing <i>via Microsoft Teams</i>.</p>
19.3	<p>The NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder:</p> <p>The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:</p> <p><b>NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.</b></p> <p>The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.</p> <p>In the case of procurement of Goods, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation.</p>



20	<p>For purposes of Post-qualification the following document(s) must be submitted within a non-extendible period of five (5) days from receipt by the bidder of the notice from the BAC that it is the Lowest Calculated Bid:</p> <ul style="list-style-type: none"> <li>a. DTI/SEC Registration Certificate;</li> <li>b. Valid Mayor's/Business Permit or its Equivalent Document;</li> <li>c. BIR Registration Certificate (Form 2303);</li> <li>d. 2021 to 2023 Audited Financial Statements (AFS) <i>stamped "received" by the BIR</i>;</li> <li>e. 2021 to 2023 Annual Income Tax Return (Forms 1701/1702-RT);</li> <li>f. 2023 to 2024 (2<sup>nd</sup> quarter) Quarterly Income Tax Returns (Form 1701Q/1702Q);</li> <li>g. 2023 to 2024 (2<sup>nd</sup> quarter) Value Added Tax Returns (Forms 2550M and 2550Q);</li> </ul> <p><i>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exceptions issued by the BIR are recognized subject to validation and verification</i></p> <ul style="list-style-type: none"> <li>h. Latest Tax Clearance; and</li> <li>i. The service provider shall submit pieces of evidence or certification attesting compliance with each parameter outlined in Section VII. Technical Specifications of this bidding documents, as well as any supplemental bulletin that may amend the said section.</li> </ul> <p>Failure to meet any of the above requirements may result in disqualification from the post-qualification process. It is essential for the winning bidder to ensure all submissions are complete and accurate to facilitate a smooth verification process.</p> <p>In case the PhilGEPs Certificate of Registration or any documents listed under its Annex A has expired after the bid opening, the bidder is required to submit a valid and updated Certificate prior to Award.</p>
21	<p>The winning bidder shall post the required Performance Security and enter into contract with the Procuring Entity within ten (10) calendar days from receipt by the winning bidder of the Notice of Award.</p>

## **Section IV. General Conditions of Contract**

### **1. Scope of Contract**

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

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

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

### **2. Advance Payment and Terms of Payment**

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

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

### **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 VII (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**

- 5.1 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.
- 5.2 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**

<b>GCC Clause</b>	
1	<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>The delivery terms applicable to this Contract is delivered to:</p> <ol style="list-style-type: none"> <li>1. <u>The warranty and maintenance certificates shall be at <b>PMS Bldg., Arlegui St., San Miguel, Manila</b></u></li> <li>2. <u>The conduct of the warranty and maintenance shall be at: a.) <b>Cruzada, Legazpi, Albay; b.) Muelle-Loney, Ilo-Ilo City, Ilo-Ilo; and c.) Puerto Princesa City, Palawan</b></u></li> </ol> <p>Risk and title shall 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 Representatives at the Project Site are <b>Mr. Mark Philip S. Tang</b> an/or <b>Mr. David Jan Andrew M. Lao</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> <ol style="list-style-type: none"> <li>1. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>2. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>4. 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> <li>5. 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> </ol>

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.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. 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
2. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

**Packaging –**

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

	<p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><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 shall 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 shall 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>
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2.2	<p><b><u>The service provider shall be paid in full, subject to deduction of applicable taxes, upon issuance of the corresponding Certificate of Acceptance covering receipt of the pertinent subscription certificates.</u></b></p> <p>All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation.</p> <p>Supplier/Service Provider shall be liable for damages for the delay in its performance of the Contract and shall pay the procuring entity liquidated damages, not by way of penalty, in an amount <b>equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods and or unperformed services scheduled for delivery for every day of delay until such goods or service are finally delivered/ performed and accepted by the procuring entity concerned.</b></p> <p>The Procuring Entity shall deduct the liquidated damages from any money due or which may become due to the supplier/service provider or collect from any of the securities or warranties posted by the supplier/service provider, whichever is convenient to the Procuring Entity concerned. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the Procuring Entity may rescind the Contract, without prejudice to other courses of action and remedies open to the Procuring Entity.</p>
4	<p>The inspections that will be conducted shall be in accordance with Section VII. Technical Specifications.</p>
5	<p><b>The obligation of the warranty shall be covered by either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to 5% of the total contract price.</b></p> <p>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 the conditions imposed under the contract have been fully met.</p>

## **Section VI. Schedule of Requirements**

Item/ Description	Delivery Period
Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units	The delivery of the warranty and maintenance certificates to the OP-PMS Central Office shall be <b>within 15 working days</b> upon receipt of the corresponding Notice to Proceed.

We/I hereby commit to comply with and deliver all the above requirements in accordance with the above stated schedule.

\_\_\_\_\_  
Name and Signature of the  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



# Section VII. Technical Specifications

## Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units

Specification	Statement of Compliance <sup>2</sup>
<p><b>I. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. The prospective service provider shall supply and deliver the warranty and maintenance certificates for the Systems and Database Application Servers for twelve (12) months at the OP-PMS Central Office.</li> <li>2. The prospective service provider shall provide software/firmware upgrades/updates and technical support as well as conduct on-site semi-annual preventive maintenance and submit a corresponding service report/assessment/diagnosis on the servers during the warranty period.</li> <li>3. The prospective service provider shall provide unlimited 9x6<sup>3</sup> technical and customer support, with a standard response time of not more than four (4) hours and a resolution time of not more than six (6) hours from report of KMS of any issue or concern, in cases wherein the phone or email support could not solve the problem. A single point of contact shall be assigned to the OP-PMS for all technical inquiries.</li> <li>4. The prospective service provider shall replace all defective equipment, connectors, and other accessories with equivalent items of the same quality and specifications within the warranty period. The replacement shall be new or at least functionally equivalent to the item replaced and never inferior or an older model thereof.</li> <li>5. The prospective service provider shall likewise render unlimited services in line with the reconfiguration of the enrolled equipment's hardware and software at no extra cost to the OP-PMS.</li> </ol> <p><b>II. Specific Deliverables by the Supplier/Service Provider</b></p> <p>The service provider shall supply and deliver the warranty and maintenance certificates indicating the product service name and description, with the respective license/product keys, as applicable, and duration of the subscription (start date and end date)</p>	

<sup>2</sup> Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented shall 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.

<sup>3</sup> 9 hours per day, Monday through Saturday, excluding public and national holidays

<p><b>III. Institutional Requirements</b></p> <ol style="list-style-type: none"> <li>1. The service provider shall submit certificates that they are an authorized service provider and/or reseller/partner of a.) Fujitsu hardware, b.) Ruijie hardware; and c.) Proxmox software</li> <li>2. The winning bidder shall coordinate with the concerned personnel of the Knowledge Management Service (KMS) for the conduct of any activity related to the fulfillment of their obligations to the OP-PMS under the warranty and maintenance agreement.</li> <li>3. The winning bidder shall be required to sign and abide by an Undertaking of Confidentiality for all transactions made with the OP-PMS. Thus, the winning bidder/supplier must not disclose any information gathered or obtained from the OP-PMS.</li> </ol>	
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We/I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

\_\_\_\_\_  
Name and Signature of the Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

# Section VIII. Checklist of Technical and Financial Documents

(Recommended sequencing of documents)

## TECHNICAL COMPONENT E-FOLDER

- Notarized Secretary's Certificate** in case of a corporation, partnership, or cooperative; or **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.

**\*Please be reminded that the order of sequence for the notarization of the above documents, as applicable, shall be as follows:**

1. **Secretary's Certificate or Original Special Power of Attorney**
2. **Omnibus Sworn Statement**
3. **Joint Venture Agreement, if applicable**
4. **Bid Securing Declaration Form**

- Duly signed and notarized **Omnibus Sworn Statement (OSS)**;
- 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 shall enter into and abide by the provisions of the JVA in the instance that the bid is successful.
- Valid and updated **PhilGEPS Registration Certificate** (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
- 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;
- 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;
- Bid Security**. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission  
**or**  
Notarized Bid Securing Declaration;
- Conformity with the **Schedule of Requirements**;
- Conformity with the **Technical Specifications**, which may include pieces of evidence or certification attesting compliance with each parameter outlined in the Technical Specifications, as well as any supplemental bulletin that may amend the said section; **and**
- 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.

**FINANCIAL COMPONENT ENVELOPE**

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

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

- [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.
- Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Note: **The bidder with the single/lowest calculated bid shall submit the original copies of the Eligibility, Technical, and Financial Documents sent via email during the submission and receipt of bids at the PMS Bldg., Arlegui St., San Miguel within five (5) calendar days.**

## **Bid Form for the Procurement of Goods**

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### **BID FORM**

Date : \_\_\_\_\_  
Project Identification No : \_\_\_\_\_

**ELAINE T. MASUKAT**

*Senior Undersecretary and PMS Head*  
PMS Building  
Arlegui St., San Miguel  
Manila

**Attention: WILBURN L. TAN, JR.**  
*Assistant Secretary for Legal Affairs and  
Chairperson, Bids and Awards Committee*

Dear **Ma'am**:

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin 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 or the total calculated bid price:

<b>Item/Description</b>	<b>Bid Offer</b>
<b>Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units</b>	<b>In figures:</b> _____ <b>In Words:</b> _____ _____ _____

As evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name : \_\_\_\_\_

Legal capacity : \_\_\_\_\_

Signature : \_\_\_\_\_

Duly authorized to sign the Bid for and  
behalf of : \_\_\_\_\_

Date : \_\_\_\_\_

## **Schedule of Prices for Goods Offered from within the Philippines**

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

**Instructions:**

1. This form should be submitted as part of the Financial Documents
2. Do not leave blank cells. Kindly put N/A if "Not Applicable"
3. Kindly use additional sheets if necessary

Name of Bidder \_\_\_\_\_ Public Bidding 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)
	<b>Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units</b>								

Name : \_\_\_\_\_

Legal capacity : \_\_\_\_\_

Signature : \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of : \_\_\_\_\_

Date : \_\_\_\_\_

## **Schedule of Prices for Goods Offered from Abroad**

**Instructions:**

1. This form should be submitted as part of the Financial Documents
2. Do not leave blank cells. Kindly put N/A if "Not Applicable"
3. Kindly use additional sheets if necessary

Name of Bidder \_\_\_\_\_ Public Bidding 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)
	<b>Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units</b>							

Name : \_\_\_\_\_

Legal capacity : \_\_\_\_\_

Signature : \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of : \_\_\_\_\_

Date : \_\_\_\_\_



# **Contract Agreement Form for the Procurement of Goods (Revised)**

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

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## **CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the **PRESIDENTIAL MANAGEMENT STAFF** of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly the [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - a. Schedule of Requirements;
    - b. Technical Specifications;
    - c. General and Special Conditions of Contract; and
    - d. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, 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), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for 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 for the sum of **[total contract price in words and figures]** or such other sums as may be ascertained, **[Name of the bidder]** agrees to **[state the object of the contract]** in accordance with his/her/its Bid.
4. The **PRESIDENTIAL MANAGEMENT STAFF** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

for:

**PRESIDENTIAL MANAGEMENT STAFF**

for:

**[Insert Name of Supplier]**

#### **Acknowledgment**

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

## **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

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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 **Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units** 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 **Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units**, as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. **[Name of Bidder]** is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting**;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. **[Name of Bidder]** is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

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

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

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

7. **[Name of Bidder]** complies with existing labor laws and standards; and
8. **[Name of Bidder]** is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the **Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers of the Three (3) OP-PMS Sub-Central Units.**
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.**
11. [Name of Bidder] hereby designates the following contact number and email address as the official points of contact for the company, where BAC and PMS notices may be transmitted.

Telephone No. : \_\_\_\_\_  
Mobile No. : \_\_\_\_\_  
Email Address : \_\_\_\_\_

**It is understood that notices transmitted to the above-listed telephone, mobile and/or email address are considered received upon transmittal. The reckoning period for the regulatory timelines stated in the bidding documents and the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.**

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]

## **Computation of the Net Financial Contracting Capacity (NFCC)**

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- A. Summary of the assets and liabilities of [Name of Bidder] on the basis of our latest audited financial statements, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent.

1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	
7.	Values of All Outstanding	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC= [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

<b>NFCC =</b>
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Submitted by:

Name of Supplier/ Distributor/ Manufacturer : \_\_\_\_\_

Signature of the Authorized Representative : \_\_\_\_\_

Date : \_\_\_\_\_

## **List of all Ongoing Government & Private Contracts including contracts awarded but not yet started**

- Instructions:**
- a. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of: i) The day before the deadline of submission of bids.
  - b. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
  - c. **Compute the total contract amount and the value of outstanding works.**
  - d. **The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.**
  - e. "Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. Example: "Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers"

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of Contract/ Location	Owner/ Address/ Contact Number	Nature of Work	Contractor's Role		Date Awarded/ Date Started/ Date of Completion	Project Cost / Contract Amount	% of Accomplishment		Value of Outstanding Works
			Description	%			Planned	Actual	
<b><u>Government</u></b>									
<b><u>Private</u></b>									
<b>Total Cost</b>						_____			_____

Name of Authorized Representative : \_\_\_\_\_

Signature of the Authorized Representative : \_\_\_\_\_

Date : \_\_\_\_\_

**Statement of single largest completed government and/or private contract, which is similar in nature to the project to be bid within the last five (5) years**

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- Instructions:**
- a. Cut-off date as of: i) Up to the day before the deadline of submission of bids.
  - b. In the column under "Dates", indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.
  - c. "Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. *Example:* "Subscription to Warranty and Maintenance Services for the Systems and Database Application Servers"
  - d. Attached documentation verifying the completion of the single largest contract such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; or (d) Certificate of Satisfactory Completion

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

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

Name of Authorized Representative : \_\_\_\_\_

Signature of the Authorized Representative : \_\_\_\_\_

Date : \_\_\_\_\_



## **Bid Securing Declaration Form**

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** **Public Bidding No.:** \_\_\_\_\_

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 shall 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 shall 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 2016 Revised IRR of R.A. 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]

