

# **PHILIPPINE BIDDING DOCUMENTS**

**Procurement of Supply, Delivery, Installation,  
Commissioning, Testing, and Power Up of  
MWSS Regulatory Office Data Center and  
Wireless Connections  
Contract No. RO-PG2021-003**

**Government of the Republic of the Philippines**

**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.

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

### **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.





## **INVITATION TO BID FOR THE PROCUREMENT OF SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND POWER UP OF MWSS REGULATORY OFFICE DATA CENTER AND WIRELESS CONNECTIONS**

1. The **Metropolitan Waterworks and Sewerage System Regulatory Office (MWSS RO)**, through the **Corporate Operating Budget for CY2021** intends to apply the sum of **Seven Million Pesos (P 7,000,000.00)** being the ABC to payments under the contract for the **Procurement of Supply, Delivery, Installation, Commissioning, Testing, and Power Up of MWSS Regulatory Office Data Center and Wireless Connections (Contract No. RO-PG2021-003)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Metropolitan Waterworks and Sewerage System Regulatory Office (MWSS RO)** now invites bids for the above Procurement Project. **This project must be delivered within 150 days upon receipt of Notice to proceed**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. 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 **MWSS RO** and inspect the Bidding Documents at the address given below during **weekdays from 8:00 AM to 3:00 PM**.
5. A digital copy of the Bidding Documents may be downloaded by interested Bidders on the website given below starting **August 17, 2021** and the hardcopy can be acquired from the given address below for the amount of **Five Thousand Pesos (P5, 000.00)** per set. For purposes of compliance with quarantine and social distancing protocols, interested bidders intending to inspect or purchase bidding documents are advised to first set an appointment with MWSS RO through the contact details provided below before proceeding to the MWSS RO premises. The Procuring Entity shall allow the bidder to present its proof of payment for the fees electronically to the following personnel through their email address;



**Mr. Alan D. Chuegan** - alan.chuegan@ro.mwss.gov.ph

**Mr. Ranjev Garcia** - ranjev.garcia@ro.mwss.gov.ph

**Mr. Justine Irish Ignacio** - justineirish.ignacio@ro.mwss.gov.ph

Email should be sent on or before the deadline of submission of bids on **September 06, 2021, 11:30 AM**. The said email must indicate the name and address of the representative authorized to receive the official receipt for ETF and bank deposit payments will be mailed to the concerned bidders' authorized representative named in their mails within five (5) calendar days from the receipt of the said e-mail.

6. In compliance with the quarantine and social distancing protocols, The **MWSS RO** will hold a Pre-Bid Conference<sup>1</sup> on **August 25, 2021, 1:30 PM** through video conferencing or webcasting via **Google Meet** or **Zoom platform**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **September 06, 2021, 11:30AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **September 06, 2021, 1:30 PM** via **Google Meet** or **Zoom platform**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The MWSS RO will only accept Bids through manual submission.
11. The **MWSS RO** 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.
12. For further information, please refer to:

**LEE ROBERT M. BRITANICO**

MWSS Regulatory Office Bids and Awards Committee

3rd Floor, Engineering Building, MWSS Complex

Katipunan Road, Balara, Quezon City

Telefax Number: (02) 3435 – 8902 / (02) 3435 - 8904

Email address: justineirish.ignacio@ro.mwss.gov.ph

ranjev.garcia@ro.mwss.gov.ph

Website: <https://ro.mwss.gov.ph>

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



- 13 You may visit these websites for downloading of Bidding Documents:  
MWSS RO - <https://ro.mwss.gov.ph>  
Philippine Government Electronic Procurement System - <https://www.philgeps.gov.ph/>

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

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**LEE ROBERT M. BRITANICO**  
Chairperson, MWSS RO BAC

## ***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, MWSS Regulatory Office wishes to receive Bids for the Procurement of Supply, Delivery, Installation and Configuration of Conference Equipment with identification number RO-PG2021-003.

The Procurement Project (referred to herein as “Project”) is composed of four (4) items, the details of which are described in Section VII (Technical Specifications).

1. **One (1) Unit - Integrated Rack Cabinet**
2. **One (1) Unit - Next Generation Firewall**
3. **Thirteen (13) Units - Wireless Access Point**
4. **Three (3) Units - Power Over Ethernet (POE) Access Switch**

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY2021 in the amount of Seven Million Pesos (P 7,000,000.00).

2.2. The source of funding is **GOCC through the Corporate Operating Budget of the MWSS RO for CY2021 as approved by its governing board under Resolution No.2020-089-RO.**

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

- 7.1. The 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 **August 25, 2021, 1:30 PM** either at its physical address in **3rd Floor, Engineering Building, MWSS Complex, Katipunan Road, Balara, Quezon City** and/or through video conferencing/webcasting as indicated in paragraph 6 of the IB.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) 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 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.

- a. 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>2</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**.

14.2. The Bid and bid security shall be valid until One Hundred Twenty (120) Calendar days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

**Each Bidder shall submit One (1) Original Hard Copy of the first and second components of its Bid.**

**The MWSS RO would like to request submission of One (1) Scanned Copy of the first and second components of its Bid, stored in a USB flash drive and placed inside the sealed bid. Failure to comply with this 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.

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<sup>2</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.



## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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 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 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 follows:

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

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the

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

## **20. Post-Qualification**

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the **Professional Regulation Commission (PRC) licenses of the Registered Mechanical Engineer and Registered Electrical engineer that will be assigned for the project** and the Bidder's **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***

### **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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li><b>a. Supply, Delivery, Installation and Testing of Uninterruptible Power Supply (UPS), Air Conditioning Unit, Racks, Power Distribution Unit, fire suppression system, and structured cabling.</b></li> <li>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
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> <ul style="list-style-type: none"> <li>a. The amount of not less than P 140,000.00 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 P 350,000.00 equivalent to five percent (5%) of ABC if bid security is in Surety Bond.</li> </ul>
21.2	<p><b>Other Requirements:</b></p> <ol style="list-style-type: none"> <li>1. The project will be established at the MWSS RO new building at this address:  <ul style="list-style-type: none"> <li>New MWSS Regulatory Office Building</li> <li>H. Ventura St. cor. Katipunan Ave.,</li> <li>Balara, Quezon City</li> </ul> </li> <li>2. The Contractor shall only occupy maximum of 50% of the Data Center Room for all the equipment they will provide, the other half of the room shall serve as the working area for MIS personnel.</li> <li>3. The manufacturer of the equipment must have a website where the model and descriptions can be viewed by the service provider and end-user.</li> <li>4. The manufacturer of the equipment must have a certificate that the brand is an international brand.</li> <li>5. For the Integrated Rack Cabinet, certification of the following must be provided. <ul style="list-style-type: none"> <li>a. Bidder must be Tier 1 or any equivalent/higher level of partnership with the integrated rack cabinet brand being offered.</li> <li>b. Bidder must have at least one (1) employed Power and Air Specialist fully certified by the manufacturer of integrated rack cabinet being offered. Certified personnel must have completed the five (5) days training course and employed to the bidder for at least two (2) years.</li> <li>c. Bidder must have at least one (1) Registered Mechanical Engineer and one (1) Registered Electrical engineer duly registered to Professional Regulation Commission (PRC). Engineers must be employed to the bidder for at least two (2) years</li> <li>d. The Manufacturer of offered brand must have local customer support center with local hotline numbers and speak local language.</li> </ul> </li> </ol>

	<p>e. The Manufacturer of offered brand must have Local Representative Office/ presence in the Philippines.</p> <p>f. Bidder must be able to provide local 3-tier support. The bidder as the first level of support, the local distributor as second level and the local principal as the third level of support.</p> <p>g. The Brand Manufacturer must be able to certify that they can provide at least 10 years guarantee on the availability of spare parts and service support.</p> <p>h. Bidder must provide a certificate attesting to the availability of 24x7x365 technical support services. Must include the Service Support and Escalation Levels.</p> <p>6. For the Next Generation Firewall and Wireless Access Point, certification of the following must be provided.</p> <p>a. Bidder must be an Authorized partner of the product being offered</p> <p>b. The Bidder should have at least one (1) certified engineer on the product being offered.</p> <p>c. Bidder must provide a certificate attesting to the availability of 24x7x365 technical support services. Must include the Service Support and Escalation Levels.</p> <p>7. The Bidder must provide list of names who will be assigned in the project, must consist of but not limited to:</p> <ul style="list-style-type: none"> <li>one (1) Registered Mechanical Engineer</li> <li>one (1) Registered Electrical Engineers</li> <li>one (1) Power and Air Specialist for Integrated Rack</li> <li>one (1) Certified Engineer for Next Generation Firewall</li> <li>one (1) Certified Engineer for WAP/Switches</li> </ul> <p>8. Bidders who wish to conduct ocular visit of the actual site may request from the BAC. Request for visit shall start the following day after the Pre-bid conference up to the 3rd day. Actual visit can be conducted the 2nd day after the day of the Pre-bid conference up to the 7th day. Actual visit shall only be allowed during regular working days, from 9:00am to 11:00am only. Minimum health safety protocol must and will be observed at all times, anyone who will not comply will not be allowed to enter the vicinity of the site. Maximum of three (3) representatives is allowed per bidder and each representative must present identification card. Email request must contain the following information:</p> <ul style="list-style-type: none"> <li>• Name of the company:</li> <li>• Name of the representatives (maximum of three (3)):</li> <li>• Contact numbers:</li> <li>• Addressed to:</li> </ul> <p style="text-align: center;">Name: Ranjev Garcia  Email: ranjev.garcia@ro.mwss.gov.ph and  Name: Justine Irish Ignacio  Email: justineirish.ignacio@ro.mwss.gov.ph</p>
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The BAC will gather all the request and coordinate it with the proper group for possible schedule and then inform the requesting bidder.

MWSS RO has the full discretion to approve, cancel or suspend any request from the prospective bidders such as but not limited to inspection or site visit. The End-user may introduce alternative method in viewing the location.

9. Submission of Project Implementation and Management Plan (PIMP) within ten (10) calendar days upon receipt of Notice to Proceed for the implementation of the proposed solution. The PIMP shall include but not be limited to the following:
  - Scope of Work
  - Project Timeline
  - Maintenance Schedule
10. Supply, delivery, installation of Integrated Rack System.
  - a. Integrated Rack shall have the minimum features:
    - i. Uninterruptible Power Supply
    - ii. Cooling System
    - iii. Power Management Unit
    - iv. Power Distribution Unit
    - v. Fire Suppression System
  - b. Assist the MWSS RO in conducting migration of its existing ICT equipment. The technical experts of the Bidder / Contractor, having the knowledge of the integrated rack shall recommend where the equipment should be placed for proper integration and to maximize the capacity of the rack.
11. Installation and Configuration of the Next Generation Firewall, to include but not limited to:
  - a. Migration of the Primary and Secondary Internet Service Provider (ISP) connection and create a failover and/or load balancing mechanism.
  - b. Migration of Local Area Network and create a Virtual Local Area Network (VLAN)
  - c. Configure to act as Router and DHCP server.
12. Supply, delivery, assembly and installation of Thirteen (13) Wireless Access Point (WAP) including the necessary connectivity using Power Over Ethernet (POE) Access Switches and structured cabling. Access points shall be placed in a strategic location where the signal quality is maximized. Contractor shall provide a signal strength test (heat map) in determining the locations, WAP shall be distributed as follows:

<b>Level</b>	<b>Quantity</b>
Roof Deck	1
Third Floor	4
Second Floor	4
Ground Floor	4

- a. Materials and components must include but not limited to:

	<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>i. Supply, and Installation of UTP Cat 6 Cables, information outlet, patch cords (2 meters and 3 meters), faceplates, wall mounted Intermediate Distribution Frame (IDF) cabinets with fans and power strip, horizontal wire manager (1 Rack Unit)</li> <li>ii. Roughing in materials such as conduits, fittings, miscellaneous, consumables, hangers and supports</li> </ul> </li> <li>b. Roughing-in works           <ul style="list-style-type: none"> <li>i. Lay-out cable tray from Data Center to IDF and conduit pipes from IDF Cabinets to the proposed access point location</li> <li>ii. Supply and installation of hangers and supports to all laid out conduits and trays</li> <li>iii. Restore all areas affected by the installation</li> </ul> </li> <li>c. Cables and cabling accessories           <ul style="list-style-type: none"> <li>i. Pull-in 1 run each of UTP Cat6 cable from data cabinet to proposed data terminals or based on the laid out cable trays and conduits</li> <li>ii. Supply and installation of information outlets, patch panels, patch cables and faceplates</li> </ul> </li> <li>d. Create VLAN configurations for the wireless connections.</li> <li>e. Termination, testing and commissioning</li> </ul> </li> <li>13. Recommend necessary solutions in case a conflict or compatibility issue was encountered during the migration of MWSS RO ICT equipment.</li> <li>14. Conduct appropriate training to prepare and equipped the MIS unit and qualified talents selected by the MWSS RO in the overall operations and maintenance of the supplied equipment and components.       <ul style="list-style-type: none"> <li>a. The contractor shall provide a comprehensive training program on the operationalization, maintenance and sustainment of all deliverables.</li> <li>b. The Training shall be conducted and completed prior the formal turnover and acceptance.</li> <li>c. Training shall be conducted using an online meeting platform unless MWSS RO opted to conduct a face-to-face training where hands-on training with the equipment is necessary, in this case, venue will be determined by MWSS RO and minimum health safety protocol must and will be observed at all times.</li> <li>d. All expenses related to training (e.g. venue, meals, equipment, certificate, manuals etc.) shall be borne by the contractor.</li> </ul> </li> <li>15. Provide documentation that is written in English to include but not limited to the following:       <ul style="list-style-type: none"> <li>a. As-built Document</li> <li>b. Network Diagram</li> <li>c. User Manuals</li> <li>d. Technical/Reference Manual</li> <li>e. System/Operation Manual</li> <li>f. Troubleshooting and Installation Guides</li> </ul> </li> </ul>
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## ***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**.

## 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***

### **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><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>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</p> <p><b>New MWSS Regulatory Office Building H. Ventura St. cor Katipunan Ave., Balara, Quezon City</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>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> <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> <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> </ol> <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>

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.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **two (2) months** of placing the order.

**The Brand Manufacturer must be able to certify that they can provide at least 10 years guarantee on the availability of spare parts and service support.**

**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.

**Transportation –**

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.

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>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 payment shall be done within thirty (30) working days upon submission of complete documents including, delivery, training, testing and upon issuance of Inspection and Acceptance Report by the authorized/designated representatives of MWSS RO.</p>
4	<p>The inspections and tests shall be conducted but not be limited to the following:</p> <ol style="list-style-type: none"> <li>1 Power-up of Integrated Rack Cabinet</li> <li>2 Wireless connections and coverage</li> </ol>
	<p><b>Other Conditions:</b></p> <ol style="list-style-type: none"> <li>1. The principal features of the work do not in any way limit the responsibilities of the Contractor to the general description of his scope of work. He shall perform all the work fully to the intent of the specification.</li> <li>2. The Contractor shall be responsible for the proper execution and coordination of his work. He shall schedule and program all necessary work activities according to the specified completion period.</li> <li>3. The Contractor shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks. He shall observe the MWSS RO's house regulations to be issued together with the Work Permit.</li> <li>4. The contractor/manpower shall be equipped with Personal Protective Equipment (PPE) during the course of installation. Cost of PPEs shall be borne by the Contractor.</li> <li>5. The Contractor shall be responsible for clearing and cleaning of the designated project site of unused materials, left over and other debris at the site and disposal of the same outside of the MWSS RO premises.</li> </ol>

	<p>6. A daily inspection of the work area shall be conducted by the Contractor and MWSS RO's authorized representative to ensure that the working area and storage area assigned to the Contractor is clean and in order at all times.</p> <p>7. The Contractor shall protect adjacent areas against any damage by his workers, or by his materials, equipment and tools during the execution of the work. Any damage done by the workers shall be repaired or restored to its original condition at the expense of the contractor, without additional costs to MWSS RO.</p>
	<p>8. The warranty will start from the date of issuance of Inspection and Acceptance Report. Warranty shall be at least three (3) years for all of the following equipment:</p> <ul style="list-style-type: none"> <li>a) Integrated rack cabinet</li> <li>b) Next Generation Firewall including Licenses</li> <li>c) Wireless Access Point</li> <li>d) Power Over Ethernet (POE) Access Switch</li> </ul> <p>9. During the warranty period, the winning bidder shall provide technical personnel, free of charge, to service the system and all its components/peripherals whenever hardware and/or related problem should occur. Support services shall be rendered within three (3) working days after the problem has been reported. Should there be a need to pull-out a unit for repair: a replacement unit with at least the same specifications must be provided by the supplier before actual pull-out of the malfunctioned unit. Adequate supply of parts must be readily available.</p> <p>10. If, due to the contractor's negligence or poor workmanship on the installation, the equipment are damaged or destroyed or the usability is impaired, the winning bidder/ contractor shall be liable for damages such as but not limited to repair, restoration, re-installation or replacement of the damaged equipment, and other necessary or incidental costs incurred.</p> <p>11. Bidder / Contractor will conduct quarterly preventive maintenance on the integrated rack for the whole duration of the warranty period.</p>

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

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Integrated Rack Cabinet	1 unit		
2	Next Generation Firewall	1 unit		
3	Wireless Access Point	13 units		
4	Power Over Ethernet (POE) Access Switch	3 units		



## ***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 here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders 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 provisions of ITB Clause 1.3.1(a)(ii) and/or GCC Clause 1.2.1(a)(ii).

This procurement is composed of the following:

Item Number	Description	Quantity
1	Integrated Rack Cabinet	1 unit
2	Next Generation Firewall	1 unit
3	Wireless Access Point	13 units
4	Power Over Ethernet (POE) Access Switch	3 units

The detailed technical specifications as indicated below are minimum parameters and a bidder may offer items equivalent to or superior than these specifications.

One (1) Unit - Integrated Rack Cabinet	Statement of Compliance
Composed of: <ul style="list-style-type: none"> <li>• Uninterruptible Power Supply</li> <li>• Cooling System</li> <li>• Power Management Unit</li> <li>• Power Distribution Unit</li> <li>• Fire Suppression System</li> </ul>	

<p>Basic specifications</p> <ul style="list-style-type: none"> <li>• Must not exceed dimensions: 2150x600x1200 millimeters</li> <li>• Must have usable space of at least 24U</li> <li>• Must have integrated condenser unit</li> <li>• Must be fully enclosed rack design</li> <li>• Must have at least 9-inch LCD touchscreen display panel</li> <li>• Must have front and rear LED Lighting</li> <li>• Must be capable of 3kW IT Load</li> <li>• Must have system input requirement of 50A/1P, 220/230/240VAC</li> <li>• Must have centralized monitoring management</li> <li>• Must have smart lock</li> <li>• Safety Standards: EN62368:2014+A11:2017</li> <li>• EMC Standard: EN 55032:2012 EN 61000-3-12:2011</li> <li>• Noise Level: Normal Operation <math>\leq</math> 75dB</li> <li>• Weight must not exceed 350 kilograms</li> </ul>	
<p>Uninterruptible Power Supply</p> <ul style="list-style-type: none"> <li>• Power Capacity: 6kVA</li> </ul> <p>Input</p> <ul style="list-style-type: none"> <li>• Input voltage range: 176-288VAC</li> <li>• Nominal input frequency: 50/60</li> <li>• Input frequency range: 40-70Hz</li> <li>• Input Power Factor: 0.99</li> <li>• THDi: must be less than 5</li> </ul> <p>Output</p> <ul style="list-style-type: none"> <li>• Rated power factor: unity</li> <li>• Voltage harmonic distortion: <math>&lt;2\%</math> for linear loads, and <math>&lt;5\%</math> for non-linear loads</li> <li>• Overload capacity @ 25°C: 105% ~ 125%, 5 mins; 125% ~ 150%, 1 min; 150%, 200ms</li> <li>• Crest Factor: 3:1</li> <li>• Output waveform: Pure sinewave</li> </ul> <p>Efficiency:</p> <ul style="list-style-type: none"> <li>• Online mode: up to 95.5%</li> <li>• ECO mode: up to 99%</li> </ul> <p>Features:</p> <ul style="list-style-type: none"> <li>• Must have gravity sense LCD Display</li> <li>• Must have early warning for UPS System Status</li> <li>• Must have periodic battery testing</li> <li>• Must have power factor correction</li> <li>• Must have lightning and surge protection</li> <li>• Must have wide input voltage window</li> <li>• Must be same brand as integrated rack cabinet.</li> </ul>	
<p>Cooling System</p> <ul style="list-style-type: none"> <li>• Must have integrated condenser unit located at the bottom of cabinet.</li> <li>• Must have a cooling capacity range from 900W ~ 3500W, variable speed.</li> </ul>	

<ul style="list-style-type: none"> <li>• Must have ECO Fan module for emergency ventilation located at top of unit.</li> <li>• Must have air inlet.</li> <li>• Must have R410A Refrigerant.</li> <li>• Must have emergency fan.</li> <li>• Must have at least one (1) water leak detection, 5 meters.</li> </ul>	
<p>Power Management Unit</p> <ul style="list-style-type: none"> <li>• Must have built in Power management unit for power management and distribution to UPS, cooling and rack PDU.</li> <li>• Must have surge protection Device</li> </ul>	
<p>Power Distribution Unit</p> <ul style="list-style-type: none"> <li>• Must have at least two (2) pcs PDU</li> <li>• Must have branch level metering and remote on/off control of individual receptacles</li> <li>• Input: 16A</li> <li>• Must have at least twelve (12) C13</li> <li>• Must have at least four (4) C19</li> </ul>	
<p>Fire Suppression System</p> <ul style="list-style-type: none"> <li>• Must be rack mounted</li> <li>• Must have point type detectors</li> <li>• Must have highly sensitive smoke detections</li> <li>• Must have HFC227ea</li> <li>• Must have self-contained cylinder for up to 1.5 cubic meters</li> </ul>	
<p>Additional Requirements</p> <ul style="list-style-type: none"> <li>• Bidder must be Tier 1 or any equivalent/higher level of partnership with the integrated rack cabinet brand being offered. Copy of certificate from manufacturer must be provided.</li> <li>• Bidder must have at least one (1) employed Power and Air Specialist fully certified by the manufacturer of integrated rack cabinet being offered. Certified personnel must have completed the five (5) days training course and employed to the bidder for at least two (2) years. Copy of certification shall be provided</li> <li>• Bidder must have at least one (1) Registered Mechanical Engineer and one (1) Registered Electrical engineer to oversee the project. Copy of PRC ID must be provided. Engineers must be employed to the bidder for at least two (2) years</li> <li>• The Manufacturer of offered brand must have local customer support center with local hotline numbers and speak local language. Certification from Manufacturer must be provided as proof of documents in the requirement.</li> <li>• The Manufacturer of offered brand must have Local Representative Office/ presence in the Philippines.</li> <li>• Bidder must be able to provide local 3-tier support. The bidder as the first level of support, the local distributor as second level and the local principal as the third level of support.</li> <li>• The Brand Manufacturer must be able to certify that they can provide at least 10 years guarantee on the availability of spare parts and service support.</li> </ul>	

<ul style="list-style-type: none"> <li>• Bidder must provide a certificate attesting to the availability of 24x7x365 technical support services. Must include the Service Support and Escalation Levels.</li> </ul>	
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<b>One (1) Unit - Next Generation Firewall</b>	<b>Statement of Compliance</b>
Basic specifications <ul style="list-style-type: none"> <li>• Firewall throughput: 38,000 Mbps</li> <li>• IPS throughput: 9,820 Mbps</li> <li>• Threat Protection throughput: 2,000 Mbps</li> <li>• Concurrent connections: 12,260,000</li> <li>• IPsec VPN throughput: 5,200 Mbps</li> <li>• SSL/TLS Inspection: 2,470 Mbps</li> <li>• SSL/TLS Concurrent connections: 55,296</li> <li>• Dedicated NPU for application acceleration</li> </ul>	
Ethernet interfaces(fixed): <ul style="list-style-type: none"> <li>• 8 x GE copper</li> <li>• 2 x SFP fiber</li> <li>• 2 x SFP+ 10 GbE fiber</li> </ul>	
Management ports: <ul style="list-style-type: none"> <li>• 1 x RJ45 MGMT</li> <li>• 1 x COM RJ45</li> <li>• 1 x Micro-USB</li> <li>• Other ports: 2 x USB 3.0, 1 x USB 2.0</li> </ul>	
Number of Expansion Port slot: 1	
Mounting: 1U rack mount with 2 rack mount ears	
Power supply: Internal auto-ranging DC100-240VAC, 3-6A@50-60 Hz	
Base License <ul style="list-style-type: none"> <li>• Wireless, SD-WAN, Application Aware Routing, Traffic Shaping.</li> <li>• TLS 1.3 Inspection, Deep-Packet Inspection</li> <li>• IPsec/SSL Site-to-Site and Remote Access VPN.</li> </ul>	
Network License <ul style="list-style-type: none"> <li>• Next-Gen Intrusion Prevention System</li> <li>• Security Heartbeat</li> <li>• Advanced Threat Protection</li> <li>• Advanced VPN Technologies</li> <li>• Clientless VPN</li> <li>• Extensive network and threat reporting</li> </ul>	
Web License <ul style="list-style-type: none"> <li>• TLS 1.3 inspection with pre- packaged exceptions.</li> <li>• Streaming deep-packet inspection.</li> <li>• Web Control by user, group, category, URL, keyword.</li> <li>• Web Threat Protection on malware, PUA, malicious JavaScript, Pharming.</li> <li>• App Control by user, group, category, risk, and more.</li> <li>• Extensive web and application reporting.</li> </ul>	

<ul style="list-style-type: none"> <li>• Second independent malware detection engine for dual-scanning</li> </ul>	
<p>Additional Requirements</p> <ul style="list-style-type: none"> <li>• Bidder must be an Authorized partner of the product being offered.</li> <li>• The Bidder should have at least one (1) certified engineer on the product being offered. Copy of the certification should be provided.</li> <li>• Bidder must provide a certificate attesting to the availability of 24x7x365 technical support services. Must include the Service Support and Escalation Levels.</li> </ul>	

<b>Thirteen (13) Units - Wireless Access Point</b>	<b>Statement of Compliance</b>
<p>Basic specifications</p> <ul style="list-style-type: none"> <li>• Wi-Fi 6 (802.11ax) indoor wireless Access Point</li> <li>• Support standard 802.11ax, dual-radio dual-band, concurrent 802.11ax and 802.11a/b/g/n/ac</li> <li>• Support up to four (4) spatial streams and maximum throughput of 2.4Gbps per AP</li> <li>• Support up to 1024 client connections (maximum) per AP</li> <li>• 10/100/1000M Ethernet port, PoE In</li> <li>• 1 Console port</li> <li>• Support PoE (802.3af), power consumption less than 12.95W, also support local power supply</li> <li>• Transmit Power: ≤100mw</li> <li>• Integrated antenna design</li> <li>• BSSID capacity up to 32</li> <li>• Support PPSK, different WPA2-PSK per device or similar feature.</li> <li>• Support Access Point Virtualization technology</li> <li>• The AP can be managed by public cloud or on-premise hardware controller.</li> <li>• Support standalone AP (FAT) or managed AP (FIT) modes.</li> </ul>	
<p>Dual-radio dual-band</p> <ul style="list-style-type: none"> <li>• Radio 1: 2.4G 11ax / 5G 11ax (2x2 MIMO)</li> <li>• Radio 2: 5G 11ax (2x2 MIMO)</li> </ul>	
<p>Additional Requirements</p> <ul style="list-style-type: none"> <li>• Bidder must be an Authorized partner of the product brand being offered.</li> <li>• The Bidder should have at least one (1) certified engineer on the product being offered. Copy of the certification should be provided.</li> <li>• Bidder must provide a certificate attesting to the availability of 24x7x365 technical support services. Must include the Service Support and Escalation Levels.</li> </ul>	

<b>Three (3) Units - Power Over Ethernet (POE) Access Switch</b>	<b>Statement of Compliance</b>
<p>Basic specifications</p> <ul style="list-style-type: none"> <li>• Layer 2+ Managed Switch</li> <li>• 10 ports 10/100/1000BASE-T and 2 ports 100/1000BASE-X SFP (non-combo)</li> <li>• Port 1-8 support PoE/PoE+, 125W PoE Power Budget</li> <li>• Support at least 24Gbps switching capacity and 18Mpps forwarding rate</li> <li>• Internal power supply, 100-240V AC 50/60Hz and 165W maximum power rating</li> <li>• Management: Web User Interface, Command Line Interface</li> <li>• Must be the same brand of the Access Point being offered</li> </ul>	



## ***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);  
**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

- (e) 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; **and**
- (f) 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; **and**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) 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; **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.

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

## **ANNEXES**

ANNEX A: Perspective Network Layout for Wireless Connection

ANNEX B: Floor Plan

ANNEX C: Data Center Area

ANNEX D: Contract Agreement Form

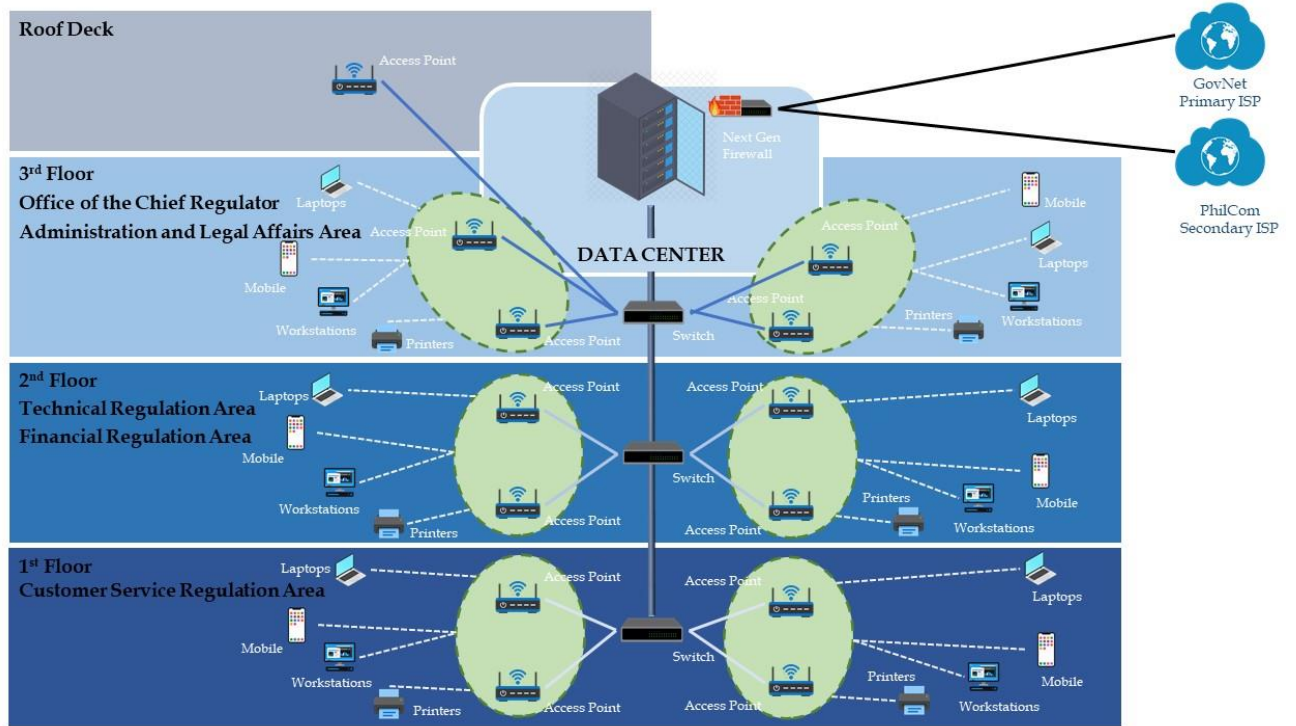
ANNEX E: Omnibus Sworn Statement

ANNEX F: Bid Securing Declaration Form

ANNEX G: Statement of all ongoing government and private contracts, including contracts awarded but not yet started, for the last three (3) years

ANNEX H: Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract, completed within three (3) years prior to the deadline for the submission and receipt of bids.

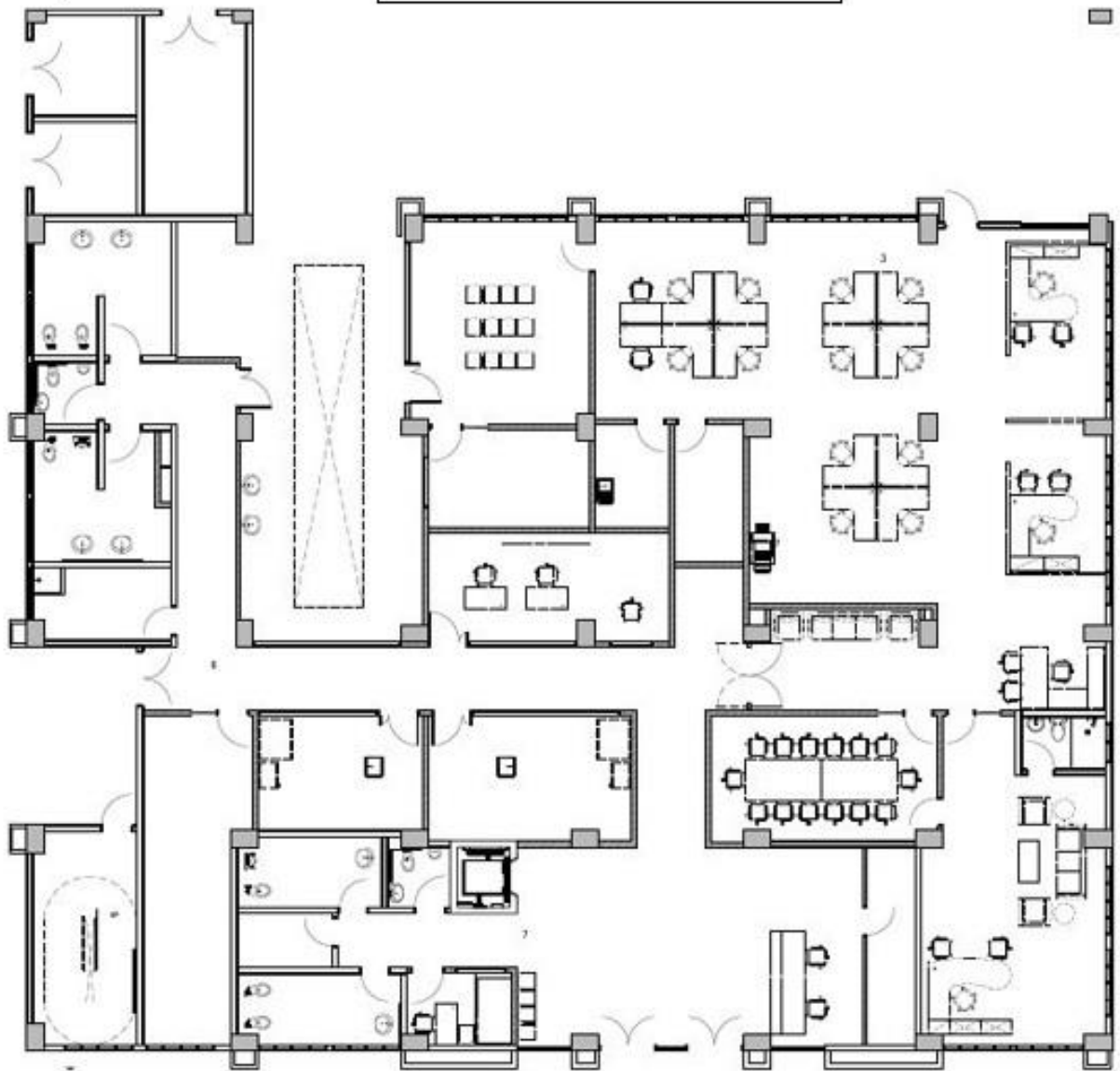
# ANNEX A: Perspective Network Layout for Wireless Connection



# ANNEX B: Floor Plan



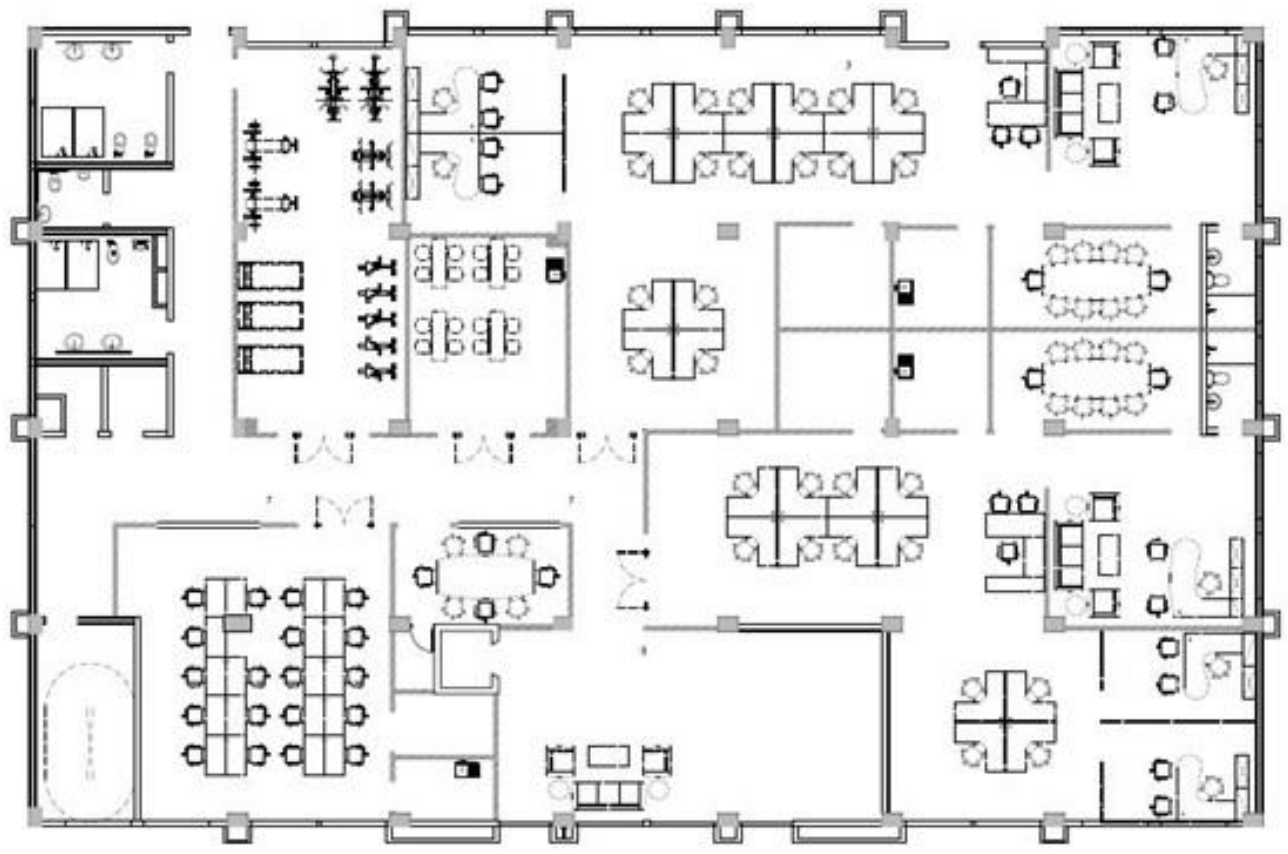
Ground Floor – 973.61 sqm.



NORTH



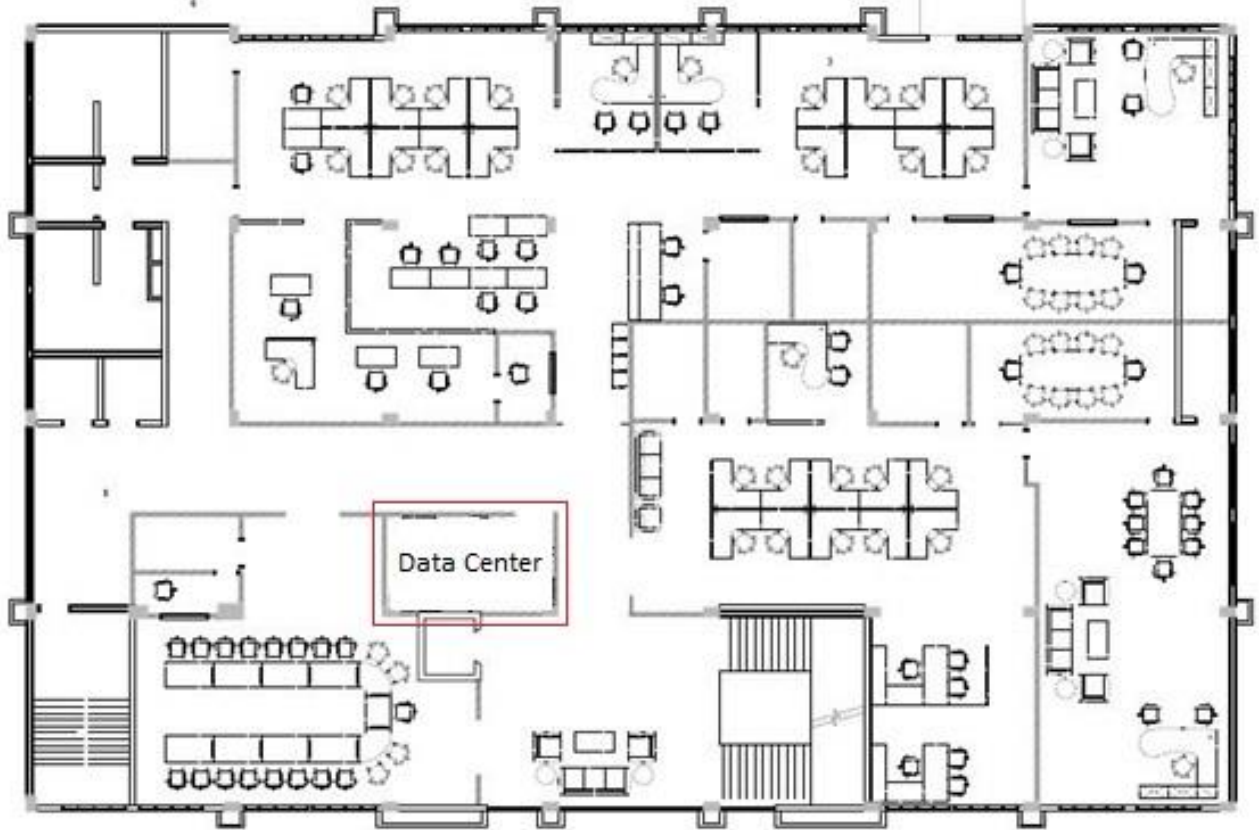
Second Floor – 993.02 sqm.



NORTH



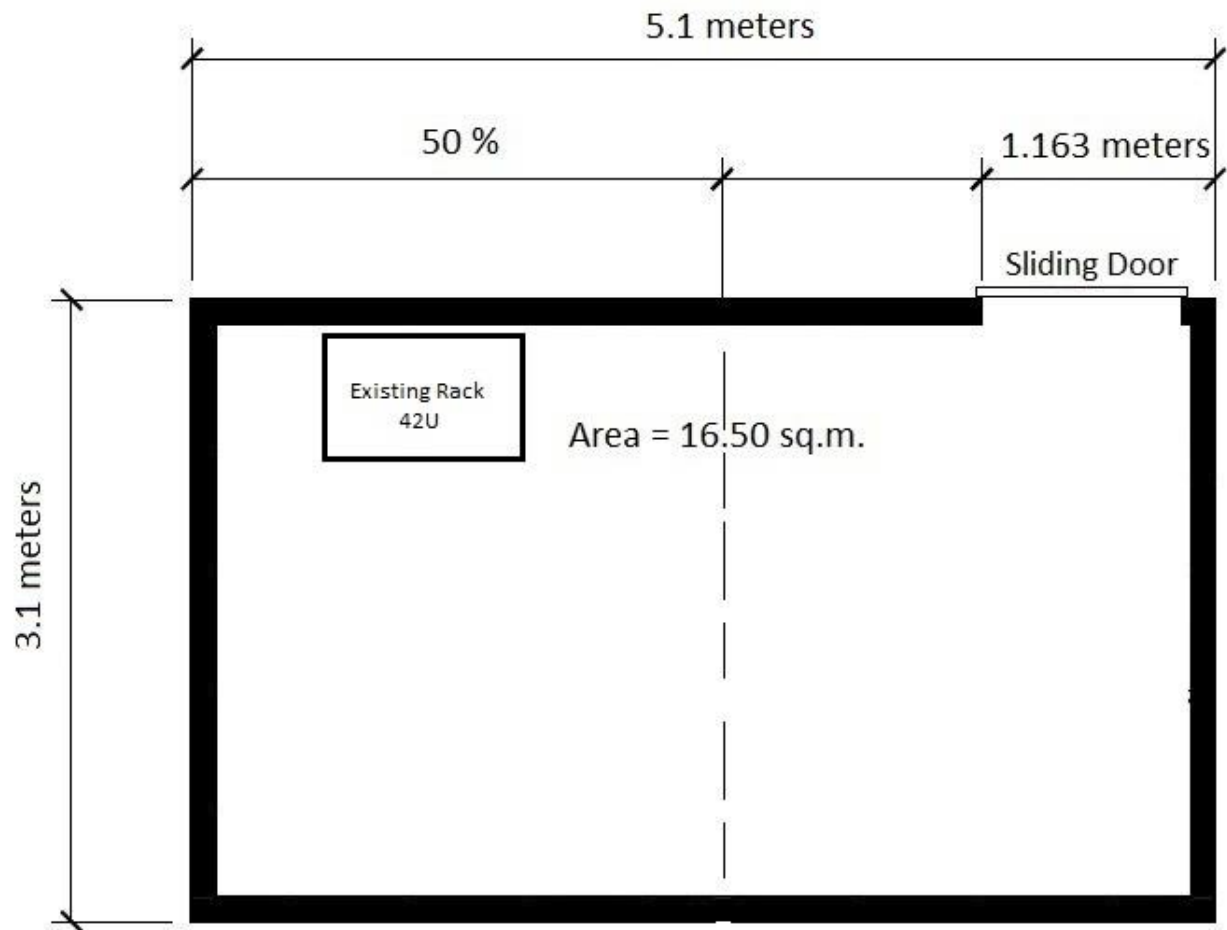
Third Floor – 914.57 sqm.





## ANNEX C: Data Center Area

Located at the third floor



## Contract Agreement Form

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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [*name of PROCURING ENTITY*] 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, viz., [*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*] (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.:
  - a. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - b. 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;
  - c. Performance Security;
  - d. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - e. 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, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.

4. The [Name of the procuring entity] 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:

for:

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## Omnibus Sworn Statement

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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 [*Name of the Project*] of the [*Name of the Procuring Entity*], as shown in the attached duly notarized *Special Power of Attorney*;

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

3. [*Name of Bidder*] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice

(A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

## BID SECURING DECLARATION FORM

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

X-----X

### **BID SECURING DECLARATION** **Invitation to Bid: [Insert Reference number]**

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

I/We<sup>3</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 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;
  - (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].

---

<sup>3</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

*[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*

*[Insert Signatory's Legal Capacity]*

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_



**Statement of all ongoing government and private contracts, including contracts awarded but not yet started, for the last three (3) years**

Bidder's Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract / Project Cost	a. Owner's Name b. Address c. Telephone Nos. / email address / mobile no.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: This statement shall be supported with:  
 Description:

1. Notice of Award and/or Contract Manufacturer
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments signed by the owner or authorized representative

- Bidder's Role
- 1.
  2. Supplier
  3. Distributor

Submitted by:

*Name and Signature of Authorize Representative*

*Position:* \_\_\_\_\_

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

**Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract, completed within three (3) years prior to the deadline for the submission and receipt of bids.**

Bidder's Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract / Project Cost	a. Owner's Name b. Address c. Telephone Nos. / email address / mobile no.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

Description:

1. Contract
2. Certificate of Completion
3. Certificate of Acceptance

Bidder's Role

1. Manufacturer
2. Supplier
3. Distributor

Submitted by:

*Name and Signature of Authorize Representative*

*Position:* \_\_\_\_\_

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

