



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# **Procurement of GOODS**

## **Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses**

Project ID No. **DBM-2020-42**

**Sixth Edition  
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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***



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**INVITATION TO BID**  
**“Maintenance and Support Services for Budget and**  
**Treasury Management System (BTMS) Equipment and**  
**Licenses”**

1. The Department of Budget and Management, through the Continuing Appropriations, FY 2019 General Appropriations Act, intends to apply the sum of **Thirty-Six Million Pesos (P36,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **“Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses”** (Project ID No. **DBM-2020-42**). The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Budget and Management now invites bids for the above Procurement Project. Delivery of the Goods is required within thirty (30) calendar days upon receipt of the Notice to Proceed (NTP). Bidders should have completed, within *two years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *“pass/fail”* criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the DBM-Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DBM and the Philippine Government Electronic Procurement System (PhilGEPS)

5. A complete set of Bidding Documents may be acquired by interested Bidders on October 27, 2020 from the given address and website below and upon payment of a fee in the amount of Twenty-Five Thousand Pesos (P25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.
6. The Department of Budget and Management will hold a Pre-Bid Conference on November 3, 2020, 11:30 a.m., which shall be open to prospective bidders. To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences via <https://meet.google.com/jnv-qhfc-pwa> until further notice, or until such time that the state of calamity, or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.

Before the start of the meeting, bidders are advised to log in the waiting room, <https://meet.google.com/hma-jmco-dbx> and wait for the instruction of the BAC Secretariat to join the BAC meeting link.

7. Bids must be duly received by the BAC Secretariat or the DBM-Central Records Division through manual submission at the office address indicated below on or before November 17, 2020, 11:00 a.m. 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 November 17, 2020, 11:00 a.m., at the given address below and/or via <https://meet.google.com/jnv-qhfc-pwa>. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, who are physically present at the BAC Conference Room, DBM Building III, General Solano St., San Miguel, Manila shall likewise join the meeting via videoconferencing.

Before the start of the meeting, bidders are advised to log in the waiting room, <https://meet.google.com/hma-jmco-dbx> and wait for the instruction of the BAC Secretariat to join the BAC meeting link.

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

DBM-BAC Secretariat  
Administrative Service-Procurement Management Division  
Department of Budget and Management  
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila  
Telefax No. 8657-3300 local 3115  
Email address: [procurement@dbm.gov.ph](mailto:procurement@dbm.gov.ph)

12. You may visit the following website to download the Bidding Documents:  
<https://www.dbm.gov.ph/index.php/procurement/invitation-to-bid>

*October 27, 2020*

 Digitally signed  
by Janet B. Abuel

**JANET B. ABUEL**  
*Chairperson, DBM-BAC*

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

## 1. Scope of Bid

The Procuring Entity, Department of Budget and Management wishes to receive Bids for the “**Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses,**” with Project Identification No.: **DBM-2020-42**.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2020 in the amount of **Thirty-Six Million Pesos (P36,000,000.00)**. The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

2.2. The source of funding is Continuing Appropriations, FY 2019 General Appropriations Act.

## 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 at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that subcontracting is not allowed.

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

The Procuring Entity will hold a pre-bid conference for this Project on November 3, 2020, 11:30 a.m., as indicated in paragraph 6 of the **IB**. To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences via <https://meet.google.com/jnv-qhfc-pwa> until further notice, or until such time that the state of calamity, or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities. Before the start of the meeting, bidders are advised to log in the waiting room, <https://meet.google.com/hma-jmco-dbx> and wait for the instruction of the BAC Secretariat to join the BAC meeting link.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within two (2) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

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

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

### 13. Bid and Payment Currencies

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

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **March 17, 2021**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

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

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

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

## **16. Deadline for Submission of Bids**

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**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 Revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as one 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**

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

## **21. Signing of the Contract**

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

### ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall:</p> <ul style="list-style-type: none"> <li>a. refer to the provision of maintenance and support services for ICT equipment and licenses such as, but not limited to, ICT equipment and licenses listed in Section VII. Annex “A”.</li> <li>b. have been completed within two (2) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
10.1	<p>Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:</p> <ul style="list-style-type: none"> <li>(i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver’s license, SSS ID, GSIS e-card, etc.); and</li> <li>(ii) the oath of affirmation of one credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification.</li> </ul> <p>In the interest of safeguarding the public’s health in view of the COVID-19 pandemic, notarization of the required documents is allowed through videoconferencing in cases where the notary public holds office in an area under community quarantine in accordance with the Supreme Court issuance on interim rules on notarization of documents, SC A.M. No. 20-07-04-SC (2020 Interim Rules on Remote Notarization of Paper Documents).</p> <p>In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020.</p>
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than P720,000.00, 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 P1,800,000.00, if bid security is in Surety Bond.</li> </ul>
19.3	No further instructions.

20	<p>The Lowest Calculated Bid shall submit <b>ALL</b> of the following post-qualification requirements:</p> <ol style="list-style-type: none"> <li>1. Photocopy of Single Largest Completed Contract or Purchase Order</li> <li>2. The corresponding proof of completion, which could either be: <ol style="list-style-type: none"> <li>i. Certificate of Final Acceptance/Completion from the bidder's client; or</li> <li>ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract</li> </ol> </li> <li>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: <ol style="list-style-type: none"> <li>i. 2019 Income Tax Return with proof of payment; and</li> <li>ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from April 2020 to September 2020.</li> </ol> </li> </ol> <p>* Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.</p> <p>**In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</p> <p>*** In case the valid Mayor's Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</p>
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## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

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

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

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

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

## **5. Warranty**

- 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***

## 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>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. 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 Director Thea Marie Corinne Palarca, Administrative Service.</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; and</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.</li> </ol> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p><b>Packaging</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
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	<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>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> <li>a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit;</li> <li>b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</li> <li>c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, in lieu of the unnotarized PSD.</li> </ul>
3	<p>* In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> <li>a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;</li> </ul>

	<p>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</p> <p>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</p>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>

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

## ***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</b>	<b>Description</b>	<b>Delivery Date</b>
<b>1.</b>	<b>Manufacturer Certificate of Enrollment for the following:</b>	Within thirty (30) calendar days from the receipt of Notice To Proceed (NTP)
	<b>Network Components</b>	
	Two (2) units of Cisco ISR 4451 Router with serial numbers FGL201510Q6 and FGL201510RM	
	<b>2 licenses</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	
	Two (2) units of Dell Networking N4032F Switch with serial numbers 76TZX42 and B6TZX42	
	<b>2 licenses</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	
	Two (2) units of Core Switch Dell Networking S6000-ON L3 with serial numbers 61YJ0Z1 and CR0WX42	
	<b>2 licenses</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	
	Two (2) units of SAN Switch Dell Networking S5000 Converged with serial numbers 2FQNNW1	<b>2 licenses</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
	Two (2) units of Load Balancer BIG-IP 4000s Local Traffic Manager with serial numbers f5-hzkk-cbpr and f5-lxen-ffor	
	<b>2 licenses</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	
	One (1) unit of Management Switch Dell Networking N1548 (OOBM) with serial number 11KZX42	
	<b>1 license</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	
	Four (4) units of MXL Switches Dell Blade XML Switches with serial numbers F17M7C2,	<b>4 licenses</b>  <b>(12 months subscription period starting from date</b>

F17N7C2, F17P7C2, and F17Q7C2	of expiry, see attached Annex A, Item V)
One (1) unit of Cisco Catalyst 2960-CX with serial number F0C2122Z5FR	1 license  (12 months subscription period starting from date of expiry, see attached Annex A, Item V)
<b>Security Components</b>	
Two (2) units of External Firewall Juniper SRX1500 NGFW Appliance with serial numbers DB1916AK1477 and DB1916AK1478	2 licenses  (12 months subscription period starting from date of expiry, see attached Annex A, Item V)
One (1) unit of Juniper Management Juniper Junos Space 2500 with serial number 0319062016000058	1 license  (12 months subscription period starting from date of expiry, see attached Annex A, Item V)
Two (2) units of IPS HP Tipping Point S2600 NX IPS Appliance with serial numbers US62FY75X9 and PR39FY72D2	2 licenses  (12 months subscription period starting from date of expiry, see attached Annex A, Item V)
One (1) unit of HP Tipping Point SMS with serial number SVR-11-50R6-1K6W	1 license  (12 months subscription period starting from date of expiry, see attached Annex A, Item V)
Two (2) units of Internal Firewall Dell SonicWall NSA 6600 NGFW Appliance with serial numbers C0EAE4E209C0 and C0EAE4E2088C	2 licenses  (12 months subscription period starting from date of expiry, see attached Annex A, Item V)
<b>Blade Servers</b>	
One (1) unit of Blade Chassis Dell PowerEdge M1000e Modular Blade Enclosure, 10U Chassis with serial number F11J7C2	1 license  (12 months subscription period starting from date of expiry, see attached Annex A, Item V)

Six (6) units of Blade Servers Dell PowerEdge M830 with serial numbers F16P7C2, F16Q7C2, F16R7C2, F17H7C2, F17J7C2 and F17K7C2. End date	<b>6 licenses</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
<b>Backup System</b>	
One (1) unit of Backup Server Dell PowerEdge R430 with serial number 44G3YC2.	<b>1 license</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
Six (6) units of Compellent SC220 Enclosure with serial numbers DC6P7C2, DC6M7P2, DCFR7C2, DCBM7C2, 53FCBS2 and 53GBBS2. End date	<b>6 licenses</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
<b>Management and Monitoring Solutions</b>	
One (1) unit of EMS Server - Dell PowerEdge R430 with serial number 4495YC2	<b>1 license</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
One (1) unit of SolarWinds Server - Dell PowerEdge R730 with serial number DZGH7C2	<b>1 license</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
One (1) unit of HP ArcSight EE7600-250 EPS Correlator Server Appliance with serial number SGH607WBC8	<b>1 license</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
One (1) unit of HP ArcSight L3505 Logger Server Appliance with serial number SGH610VLDT	<b>1 license</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>

	<table><tr><td>One (1) unit of HP ARST MC C6504 Connector Server Appliance with serial number SGH523VW44. End date</td><td><b>1 license</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b></td></tr></table>	One (1) unit of HP ARST MC C6504 Connector Server Appliance with serial number SGH523VW44. End date	<b>1 license</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>																			
One (1) unit of HP ARST MC C6504 Connector Server Appliance with serial number SGH523VW44. End date	<b>1 license</b>  <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>																					
2.	<table><tr><td colspan="2"><b>Software Licenses subscription and maintenance support for the following:</b></td></tr><tr><td colspan="2"><b>NETVAULT</b></td></tr><tr><td>One (1) license for NetVault Backup Server Enterprise Capacity Edition for Windows</td><td><b>1 license</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b></td></tr><tr><td>Twenty-five (25) licenses for NetVault Backup Single Heterogeneous Client</td><td><b>25 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b></td></tr><tr><td>Two (2) licenses for NetVault Backup Plugin for SQL Server Cluster On Windows</td><td><b>2 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b></td></tr><tr><td>Two (2) licenses for NetVault Backup File System Plugin Cluster Support</td><td><b>2 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b></td></tr><tr><td>Three (3) licenses for NetVault Backup Single Tape Drive</td><td><b>3 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b></td></tr><tr><td>Eight (8) licenses for NetVault BMR Single Client for Windows</td><td><b>8 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b></td></tr><tr><td>Four (4) licenses for NetVault Backup Single Smartclient with Single Heterogeneous Client</td><td><b>4 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b></td></tr><tr><td>Four (4) licenses for NetVault Backup</td><td><b>4 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b></td></tr></table>	<b>Software Licenses subscription and maintenance support for the following:</b>		<b>NETVAULT</b>		One (1) license for NetVault Backup Server Enterprise Capacity Edition for Windows	<b>1 license</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	Twenty-five (25) licenses for NetVault Backup Single Heterogeneous Client	<b>25 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	Two (2) licenses for NetVault Backup Plugin for SQL Server Cluster On Windows	<b>2 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	Two (2) licenses for NetVault Backup File System Plugin Cluster Support	<b>2 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	Three (3) licenses for NetVault Backup Single Tape Drive	<b>3 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	Eight (8) licenses for NetVault BMR Single Client for Windows	<b>8 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	Four (4) licenses for NetVault Backup Single Smartclient with Single Heterogeneous Client	<b>4 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	Four (4) licenses for NetVault Backup	<b>4 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	Within thirty (30) calendar days from the receipt of NTP
<b>Software Licenses subscription and maintenance support for the following:</b>																						
<b>NETVAULT</b>																						
One (1) license for NetVault Backup Server Enterprise Capacity Edition for Windows	<b>1 license</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>																					
Twenty-five (25) licenses for NetVault Backup Single Heterogeneous Client	<b>25 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>																					
Two (2) licenses for NetVault Backup Plugin for SQL Server Cluster On Windows	<b>2 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>																					
Two (2) licenses for NetVault Backup File System Plugin Cluster Support	<b>2 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>																					
Three (3) licenses for NetVault Backup Single Tape Drive	<b>3 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>																					
Eight (8) licenses for NetVault BMR Single Client for Windows	<b>8 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>																					
Four (4) licenses for NetVault Backup Single Smartclient with Single Heterogeneous Client	<b>4 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>																					
Four (4) licenses for NetVault Backup	<b>4 licenses</b> <b>(12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>																					

Dynamically Shared Device Option	<b>of expiry, see attached Annex A, Item V)</b>
Six (6) licenses for NetVault Backup Hyper-V Plugin	<b>6 licenses (12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
<b>SOLARWINDS</b>	
Five (5) licenses for SolarWinds Dameware Remote Support.	<b>5 licenses (12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
Two (2) licenses for SolarWinds Orion Additional Polling Engine.	<b>2 licenses (12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
Three (3) licenses for SolarWinds Orion HA.	<b>3 licenses (12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
One (1) license for SolarWinds Orion Netflow Traffic Analyzer – SLX	<b>1 license (12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
One (1) license for SolarWinds Orion Network Configuration Manager v7 - DL100.	<b>1 license (12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
One (1) license for SolarWinds Orion Network Performance Monitor SLX.	<b>1 license (12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
One (1) license for SolarWinds Server & Application Monitor – ALX.	<b>1 license (12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>
One (1) license for SolarWinds Storage Resource Monitor (up to 300 disks).	<b>1 license (12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>

	One (1) license for SolarWinds Web Performance Monitor – WPM.	<b>1 license (12 months subscription period starting from date of expiry, see attached Annex A, Item V)</b>	
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\* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

**I hereby certify to comply and deliver all the above requirements.**

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature Over Printed Name of Representative

\_\_\_\_\_  
Date

## ***Section VII. Technical Specifications***

# Technical Specifications

Bidders must state here either “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

Specifications	Bidder's Statement of Compliance
<b>I. Objective (see attached Annex A, item II)</b> <b>II. Duration of the Contract (see attached Annex A, item III)</b> <b>III. Firm Requirements (see attached Annex A, item IV)</b> <b>IV. Scope of Work And Services (see attached Annex A, item V)</b> <b>V. Service Level Agreement (see attached Annex A, item VI)</b> <b>VI. Warranties of the Contractor (see attached Annex A, item VII)</b> <b>VII. Confidentiality of Data (see attached Annex A, item VIII)</b> <b>VIII. Terms of Payment (see attached Annex A, item IX)</b> <b>IX. Pre-Termination of Contract (see attached Annex A, item X)</b>	

**I hereby certify to comply with all the above Technical Specifications.**

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature Over Printed Name of Representative

\_\_\_\_\_  
Date

## Technical Specifications

### I. PROJECT TITLE

**Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses**

### II. OBJECTIVE

**To ensure the continuity and reliability of the BTMS in terms of network support and comprehensive maintenance services for the ICT Equipment and its related components/peripherals.**

### III. DURATION OF THE CONTRACT

**The contract duration for the Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses shall be for twelve (12) months corresponding to the period of subscription for the licenses and the manufacturer-enrollment of the equipment.**

### IV. FIRM REQUIREMENTS

The CONTRACTOR must have extensive experience in providing ICT facility management services, preferably in a government setting as well as expertise with various ICT disciplines and shall manifest the following:

- 4.1 Must be operational for at least (5) years.**
- 4.2 Must have Local Operations Center to monitor and manage the infrastructure.**
- 4.3 Must have 24x7x365 local operations and support.**
- 4.4 Must have more than 3 years of experience in providing managed services. Operations Center must also be housed in a data center grade facility compliant (certified) to industry best practices such as ISO 27001:2013 Information Security Management System (ISMS).**

### V. SCOPE OF WORK AND SERVICES

- 5.1 The CONTRACTOR shall provide the renewal of the following ICT Equipment maintenance and support services from the end of each warranty until the end of contract duration. A Manufacturer Certificate of Enrollment shall be submitted to the ICTSS within thirty (30) calendar days from the receipt of NTP.**

#### **5.1.1 Network Components**

- 5.1.1.1 Two (2) units of Cisco ISR 4451 Router with serial numbers FGL201510Q6 and FGL201510RM.**  
End date: 30-Sep-20
- 5.1.1.2 Two (2) units of Dell Networking N4032F Switch with serial numbers 76TZX42 and B6TZX42.**  
End date: 30-Sep-20
- 5.1.1.3 Two (2) units of Core Switch Dell Networking S6000-ON L3 with serial numbers 61YJ0Z1 and CR0WX42.**  
End date: 01-Oct-20
- 5.1.1.4 Two (2) units of SAN Switch Dell Networking S5000 Converged with serial numbers 2FQNNW1 and HDQNNW1.**  
End date: 30-Sep-20
- 5.1.1.5 Two (2) units of Load Balancer BIG-IP 4000s Local Traffic Manager with serial numbers f5-hzkk-cbpr and f5-lxen-ffor.**  
End date: 30-Sep-20
- 5.1.1.6 One (1) unit of Management Switch Dell Networking N1548 (OOBM) with serial number 11KZX42.**  
End date: 30-Sep-20
- 5.1.1.7 Four (4) units of MXL Switches Dell Blade XML Switches with serial numbers F17M7C2, F17N7C2, F17P7C2, and F17Q7C2.**  
End date: 11-Nov-20
- 5.1.1.8 One (1) unit of Cisco Catalyst 2960-CX with serial number F0C2122Z5FR.**  
End date: 30-Sep-20

## **5.1.2 Security Components**

- 5.1.2.1 Two (2) units of External Firewall Juniper SRX1500 NGFW Appliance with serial numbers DB1916AK1477 and DB1916AK1478**  
End date: 10-Nov-20
- 5.1.2.2 One (1) unit of Juniper Management Juniper Junos Space 2500 with serial number 0319062016000058.**  
End date: 30-Sep-20
- 5.1.2.3 Two (2) units of IPS HP Tipping Point S2600 NX IPS Appliance with serial numbers US62FY75X9 and PR39FY72D2.**  
End date: 30-Dec-20
- 5.1.2.4 One (1) unit of HP Tipping Point SMS with serial number SVR-11-50R6-1K6W –**  
End date: 30-Dec-20
- 5.1.2.5 Two (2) units of Internal Firewall Dell SonicWall NSA 6600 NGFW Appliance with serial numbers C0EAE4E209C0 and C0EAE4E2088C.**  
End date: 08-Jun-21

## **5.1.3 Blade Servers**

- 5.1.3.1 One (1) unit of Blade Chassis Dell PowerEdge M1000e Modular Blade Enclosure, 10U Chassis with serial number F11J7C2.**  
End date: 30-Sep-20
- 5.1.3.2 Six (6) units of Blade Servers Dell PowerEdge M830 with serial numbers F16P7C2, F16Q7C2, F16R7C2, F17H7C2, F17J7C2 and F17K7C2.**  
End date: 30-Sep-20

#### **5.1.4 Storage**

**5.1.4.1 Two (2) units of Compellent SC8000 Controller with serial numbers DCJR7C2 and DC2M7C2.**

End date: 30-Sep-20

**5.1.4.2 Six (6) units of Compellent SC220 Enclosure with serial numbers DC6P7C2, DC6M7P2, DCFR7C2, DCBM7C2, 53FCBS2 and 53GBBS2.**

End date: 30-Sep-20

#### **5.1.5 Backup System**

**5.1.5.1 One (1) unit of Backup Server Dell PowerEdge R430 with serial number 44G3YC2.**

End date: 14-Oct-20

**5.1.5.2 One (1) unit of Tape Library PowerVault TL4000 Tape Library with serial number BJGPDB2.**

End date: 30-Sep-20

#### **5.1.6 Management and Monitoring Solutions**

**5.1.6.1 One (1) unit of EMS Server - Dell PowerEdge R430 with serial number 4495YC2.**

End date: 14-Oct-20

**5.1.6.2 One (1) unit of SolarWinds Server - Dell PowerEdge R730 with serial number DZGH7C2.**

End date: 29-Sep-20

**5.1.6.3 One (1) unit of HP ArcSight EE7600-250 EPS Correlator Server Appliance with serial number SGH607WBC8.**

End date: 30-Sep-20

**5.1.6.4 One (1) unit of HP ArcSight L3505 Logger Server Appliance with serial number SGH610VLDT.**

End date: 30-Sep-20

**5.1.6.5 One (1) unit of HP ARST MC C6504 Connector Server Appliance with serial number SGH523VW44.**

End date: 30-Sep-20

**5.2 The CONTRACTOR shall provide the renewal of the following Software Licenses subscription and maintenance support from the end of each warranty until the end of contract duration. Proof of license renewal shall be submitted to the ICTSS within thirty (30) calendar days from the receipt of NTP.**

#### **5.2.1 NETVAULT**

**5.2.1.1 One (1) license for NetVault Backup Server Enterprise Capacity Edition for Windows.**

**5.2.1.2 Twenty-five (25) licenses for NetVault Backup Single Heterogeneous Client.**

**5.2.1.3 Two (2) licenses for NetVault Backup Plugin for SQL Server Cluster On Windows.**

**5.2.1.4 Two (2) licenses for NetVault Backup File System Plugin Cluster Support.**

- 5.2.1.5 Three (3) licenses for NetVault Backup Single Tape Drive.**
  - 5.2.1.6 Eight (8) licenses for NetVault BMR Single Client for Windows**
  - 5.2.1.7 Four (4) licenses for NetVault Backup Single Smartclient with Single Heterogeneous Client.**
  - 5.2.1.8 Four (4) licenses for NetVault Backup Dynamically Shared Device Option.**
  - 5.2.1.9 Six (6) licenses for NetVault Backup Hyper-V Plugin.**
- All NETVAULT End date: 30-Sep-20**

## **5.2.2 SOLARWINDS**

- 5.2.2.1 Five (5) licenses for SolarWinds Dameware Remote Support.**
  - 5.2.2.2 Two (2) licenses for SolarWinds Orion Additional Polling Engine.**
  - 5.2.2.3 Three (3) licenses for SolarWinds Orion HA.**
  - 5.2.2.4 One (1) license for SolarWinds Orion Netflow Traffic Analyzer – SLX.**
  - 5.2.2.5 One (1) license for SolarWinds Orion Network Configuration Manager v7 - DL100.**
  - 5.2.2.6 One (1) license for SolarWinds Orion Network Performance Monitor SLX.**
  - 5.2.2.7 One (1) license for SolarWinds Server & Application Monitor – ALX.**
  - 5.2.2.8 One (1) license for SolarWinds Storage Resource Monitor (up to 300 disks).**
  - 5.2.2.9 One (1) license for SolarWinds Web Performance Monitor – WPM.**
- All Solarwinds End date: 30-Sep-20**

## **5.3 The CONTRACTOR must provide the following Maintenance and Support Services within thirty (30) calendar days from the receipt of NTP.**

- 5.3.1 The CONTRACTOR shall maintain the BTMS Services at an availability level of 99.95% to be measure 24x7, with an allowable downtime of twenty-one (21) minutes per month.**
- 5.3.2 The CONTRACTOR shall report any issue related to all ICT Equipment and its components/peripherals to the ICTSS and respective maintenance group for necessary action. Problem and resolution shall be logged in the BTMS Help Desk Facility.**
- 5.3.3 The CONTRACTOR must ensure that the following will be provided by its respective maintenance group to maintain the functionality of all ICT Equipment and Software mentioned in Section 5.1 and 5.2:**
  - 5.3.3.1 Must be able to provide a 3-tier support:**
    - 5.3.3.1.1 Local reseller as the first-level support**
    - 5.3.3.1.2 Distributor as the second-level support**
    - 5.3.3.1.3 Principal as the third-level of support**
  - 5.3.3.2 Resolve every problem on both software and hardware components mentioned above within four (4) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM.**

**5.3.3.3 Replace the defective parts/accessories of the same or better brand, model features, quality, and functionalities if not repaired within the allowable resolution time of four (4) hours during the subscription period at no additional cost to the DBM.**

**5.3.3.4 Provide service unit of at least the same brand, model, features, and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within four (4) hours from the time the problem has been reported for the equipment undergoing repair during the subscription period.**

**5.3.4 The CONTRACTOR shall provide the following services which include the installation, configuration, maintenance, operation and support of all network devices. This also covers the redundant connectivity from CONTRACTOR's operations center to DBM data center. The end-to-end connectivity must always be available and reliable.**

**5.3.4.1 Must provide 24x7 infrastructure availability (up, down) and performance monitoring (utilization and health) on network components such as but not limited to:**

**5.3.4.1.1 Edge Routers, Core Switches, Access Switches**

**5.3.4.1.2 Resources like CPU, memory, network usage of both physical server and virtual servers.**

**5.3.4.1.3 Network traffic and service/application performance like database, web service, storage and others.**

**5.3.4.2 Must establish logical baselines for alerts specially for critical devices/equipment.**

**5.3.4.3 Must have the capability to perform deep packet inspection, bandwidth distribution and utilization analysis for troubleshooting.**

**5.3.4.4 Should proactively notify the respective SPOC of the issues for mitigation (i.e. BW/CPU over-utilization/ 85% volume consumptions).**

**5.3.4.5 Must have at least one (1) primary monitoring tool across their infrastructure for faster correlation that performs the following:**

**5.3.4.5.1 View of Historical Data, Performance and Availability**

**5.3.4.5.2 View History of Configuration Event**

**5.3.4.5.3 Configuration and Backup Management**

**5.3.4.6 Must have real time performance monitoring and recording of historical report on the following bandwidth utilization:**

**5.3.4.6.1 Telco Links**

**5.3.4.6.2 Firewall and IPS Interfaces**

**5.3.4.6.3 Router Interfaces**

**5.3.4.6.4 Switch Uplinks**

**5.3.4.6.5 Other SNMP, Flow or WMI-enabled Equipment**

**5.3.4.6.6 Network Performance such as Packet drops, Packet Loss, Packet Error**

**5.3.4.6.7 Application Latency/ Delay**

**5.3.4.6.8 Server Delay**

**5.3.4.7 Must provide Level 1 troubleshooting capabilities for network such as:**

**5.3.4.7.1 Connectivity Checks**

**5.3.4.7.2 Performance Checks**

**5.3.4.7.3 Isolation**

**5.3.5 The CONTRACTOR shall provide the following Server/Back-up Monitoring and Management.**

**5.3.5.1 Must provide 24x7 server monitoring (physical or virtual) of windows and linux applications and operating systems at Network Operations Center (NOC) such as but not limited to:**

**5.3.5.1.1 Availability – Up, Down**

**5.3.5.1.2 Performance – Server Health, Utilization**

**5.3.5.1.2.1 CPU – an average of 75% utilization**

**5.3.5.1.2.2 Memory – an average of 80% utilization**

**5.3.5.1.2.3 Disk – maximum of 80% utilization**

**5.3.5.1.3 Critical Server Applications / Services - Running, Not Running**

**5.3.5.2 Must provide installation, configuration, troubleshooting support services such as but not limited to:**

**5.3.5.2.1 Server Operating System Builds including Upgrades**

**5.3.5.2.2 Server Optimization and Migration**

**5.3.5.2.3 Installation of Applications and Services**

**5.3.5.2.4 Coordination with Different Team for New Deployments**

**5.3.5.2.5 Server Log Analysis and Resolution**

**5.3.5.3 Must provide security maintenance services such as but not limited to:**

**5.3.5.3.1 Server Hardening (Windows, Linux)**

**5.3.5.3.2 Patch Management (Acquiring and Installing Patches)**

**5.3.5.4 Must provide hardware support and management services such as but not limited to:**

**5.3.5.4.1 Administration and Troubleshooting**

**5.3.5.4.2 Configuration Changes, if necessary**

**5.3.5.4.3 Support & Replacement (with RMA), in case of failure**

**5.3.5.4.4 Break-fix Remediation (with RMA), if necessary**

**5.3.5.5 Must provide back-up and restore services**

**5.3.5.5.1 Restoration and integrity testing of backups**

**5.3.5.5.2 Server Preventive Maintenance**

**5.3.5.6 Shall be able to resolve administration and operation (Systems, Database, Network, and Back-up) issues raised within four (4) hours after it was reported at BTMS Help Desk Facility.**

**5.3.6 The SERVICE PROVIDER shall provide support and administration for all network hardware and security devices, operating systems, cable connection and other products related to network and network security. This includes the processes and documentation based on ITIL guidelines and principles.**

**5.3.6.1 Must have at least 3 level of approvals before changes in the configuration of the client devices can be implemented.**

**5.3.6.2 Must have the capability to build relationships between configuration items and map service to the infrastructure to have a better view on what is impacted by the change or service request.**

**5.3.6.3 Must provide notification before and after activities as part of service request or change request.**

- 5.3.6.4 Must coordinate and troubleshoot with 3rd party partners of the client, if necessary, to deliver end-to-end IT services for seamless user experience.**
- 5.3.6.5 Must perform maintenance on all local network infrastructure components in line with the equipment manufacturers and/or the DBM's guidelines and ensure that configuration is in-line with best practices and firmware are kept current and secured.**
- 5.3.6.6 Must remediate and troubleshoot of faults during installation and operations.**
- 5.3.6.7 Must administer the cable and patch panel management and perform patching to resolve problems or reconfigure the LAN/WAN.**
- 5.3.6.8 Must ensure that any maintenance action leading to a scheduled outage or a noticeable degradation of service is planned via the appropriate Change and Release Process in order to minimize disruption to the service.**
- 5.3.6.9 Shall make recommendations on patches released by manufacturers.**
- 5.3.6.10 Must ensure that users on the network are prevented from making malicious attacks on the network.**
- 5.3.6.11 Must perform a periodic health check on all hardware.**
- 5.3.6.12 Shall implement and manages access and authentication controls on all network components.**
- 5.3.6.13 Shall provide 24x7 services such as install, configure, support and manage all network and security components, operating system and other software products related to in-scoped devices such as the following:**
  - 5.3.6.13.1 Firewall and IPS**
  - 5.3.6.13.2 Routers**
  - 5.3.6.13.3 Switches**
  - 5.3.6.13.4 Wireless Access Points/Controller**

**5.3.7 Shall provide the following as part of the service engagement output:**

- 5.3.7.1 Must provide monthly Technical and Service Reports to be submitted every first week of the subsequent month covering the following items but not limited to:**
  - 5.3.7.1.1 Service Level Agreement (SLA) Reports**
  - 5.3.7.1.2 Incident, Problem, and Change Reports**
  - 5.3.7.1.3 Technical Performance Reports including Network Traffic Performance, Downtime, Uptime and Usage**
  - 5.3.7.1.4 Trending Analysis and Performance**
  - 5.3.7.1.5 Pre-determined time of proper and/or coordinated shutdown of various ICT Equipment (servers, routers, switches, etc.).**
  - 5.3.7.1.6 Resource Utilization**
  - 5.3.7.1.7 Health Status (e.g. performance, updates/upgrade, recommendations)**
  - 5.3.7.1.8 Aggregation and consolidation of various audit logs**
  - 5.3.7.1.9 Security Assessment (network incidents, security incidents, vulnerability report, root-cause-analysis)**
  - 5.3.7.1.10 Back-up Status Report**
  - 5.3.7.1.11 All Issues encountered/reported problem and its resolution**
- 5.3.7.2 Incident Management - Escalation or restoration of services to minimize the adverse impact on the business operations.**
- 5.3.7.3 Problem Management - Minimize the adverse impact of incidents and problems on the business that are caused by underlying errors within the**

**IT infrastructure and proactively prevent recurrence of incidents related to these errors.**

**5.3.7.4 Change Management - Change management process will be agreed upon before any changes in the IT infrastructure will be implemented.**

**5.3.7.5 Vendor Management - Close coordination with client's partner i.e. telco and equipment supplier, if incident is related to them, for ticket status update until incident resolution.**

**5.3.7.6 Continuous Service Improvement to deliver technology, process and people improvement as aligned with client's operations strategy.**

A Certificate of Acceptance shall be issued by the ICTSS once all the requirements are fully met by the CONTRACTOR.

## **VI. SERVICE LEVEL AGREEMENT**

**6.1 DBM shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages, as charged against its performance security, for their non-compliance.**

<b>Component</b>	<b>Description</b>	<b>Liquidated Damages</b>
6.1.1 Provision of License/s	The CONTRACTOR shall provide the renewal of the licenses and maintenance support services mentioned in item 5.1, 5.2 and 5.3 from the end of each warranty until the end of contract duration. A Manufacturer Certificate of Enrollment/ Proof of License renewal shall be submitted to the ICTSS within thirty (30) calendar days from the receipt of NTP.	One (1) % of the total contract price shall be deducted per day of delay.
6.1.2 BTMS Services Availability	The CONTRACTOR shall maintain the BTMS Services at an availability level of 99.95% to be measure 24x7, with an allowable downtime of twenty-one (21) minutes per month	1/10th of 1% of the total contract price shall be imposed per hour of systems/solutions unavailability in exceed to 21 minutes downtime per month.
6.1.3 Technical Support	Resolve every problem on both software and hardware components mentioned above within four (4) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM.	1/10 <sup>th</sup> of 1% of the total contract price shall be imposed per hour of delay.

6.1.4 Replacement of Parts	The CONTRACTOR shall replace the defective parts/accessories of the same or better brand, model features, quality, and functionalities if not repaired within the allowable resolution time of four (4) hours during the subscription period at no additional cost to the DBM as specified in item 5.3.3.3.	1/10th of 1% of the total contract price shall be imposed per hour of delay.
6.1.5 Service Unit	The CONTRACTOR shall provide service unit of at least the same brand, model, features, and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within four (4) hours from the time the problem has been reported for the equipment undergoing repair during the subscription period as specified in item 5.3.3.4.	1/10th of 1% of the total contract price shall be imposed per hour of delay.
6.1.6 Provision of System Backup	Must provide back-up and restore services as required in item 5.3.5.	1/10th of 1% of the total contract price shall be imposed per day of every backup not performed.
6.1.7 Systems Administration	Shall be able to resolve administration and operation (Systems, Database, Network, and Back-up) issues raised within four (4) hours after it was reported at BTMS Help Desk Facility.	1/10th of 1% of the total contract price shall be imposed per hour of delay.

## VII. WARRANTIES OF THE CONTRACTOR

- 7.1 **The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR.**
- 7.2 **The CONTRACTOR warrants represent and undertake the reliability of the services and that their manpower complements are hardworking, qualified/reliable, and dedicated to doing the service required to the satisfaction of the DBM. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound.**

- 7.3 The CONTRACTOR in the performance of its services shall secure, maintain at its own expense all registration, licenses, or permits required by National or Local Laws and shall comply with the rules, regulations, and directives of Regulatory Authorities and Commissions. The CONTRACTOR undertakes to pay all fees or charges payable to any instrumentality of government or any other duly constituted authority relating to the use or operation of the installation.
- 7.4 The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- 7.5 The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- 7.6 The CONTRACTOR shall be liable for loss, damage, or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be specifically released from any liabilities arising therefrom.
- 7.7 The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest of the contract.
- 7.8 The CONTRACTOR shall provide a services which shall include technical support, systems administration, network administration, incident response, provision of service unit, parts replacement for the hardware/appliance, preventive maintenance and monthly reports which shall be covered by Performance Security Bond equivalent to 10% of the total contract price. The said amount shall be released after the lapse of the warranty period. Provided, however, that the goods supplied are free from patent and latent defect and all conditions imposed under the contract have been fully met.

The subscription period shall commence on the day the DBM issues the Certificate of Acceptance.

#### **VIII. CONFIDENTIALITY OF DATA**

- 8.1 All project personnel of CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
- 8.2 The CONTRACTOR agrees to hold the Proprietary Information in strict confidence. The CONTRACTOR furthermore agrees not to reproduce, translate, or disclose the Proprietary Information to third parties without the prior written approval of the DBM.

**IX. TERMS OF PAYMENT**

- 9.1 The CONTRACTOR shall be paid upon provision of licenses and support services of this Project subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%).**
- 9.2 The CONTRACTOR shall be paid from submission of the following documentary requirements:**
  - 9.2.1 Billing Statement/ Statement of Account**
  - 9.2.2 Manufacturer Certificate of License Enrollment**
  - 9.2.3 Certificate of Acceptance issued by the ICTSS**
  - 9.2.4 Non-Disclosure Agreement**
- 9.3 No advance payment shall be made as provided for in Section 88 of Presidential Decree No. 1445 (Government Auditing Code of the Philippines).**

**X. PRE-TERMINATION OF CONTRACT**

- 10.1 The contract for the Maintenance and Support Services for BTMS Equipment and Licenses may be pre-terminated by the DBM for any violation of the terms of the contract. In the case of pre-termination, the CONTRACTOR shall be informed by the DBM thirty (30) days before such pre-termination.**
- 10.2 In the case of pre-termination, the CONTRACTOR shall be liable to additional liquidated damage equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security.**
- 10.3 The DBM shall have the right to blacklist the CONTRACTOR in case of pre-termination.**

***Section VIII. Checklist of Technical and  
Financial Documents***

# 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 Schedule of Requirements, which may include production/delivery schedule, and/or warranty period requirements, if applicable; **and**
- ☐ (i) Conformity with the Technical Specifications, which may include manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (k) 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**
- ☐ (l) 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***

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

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

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

**II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (a) Original of duly signed and accomplished Financial Bid Form.

**Statement of all Ongoing Government and Private Contracts  
Including Contracts Awarded but not yet Started**  
*[shall be submitted with the Bid]*

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

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

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

Submitted by : \_\_\_\_\_

(Printed Name and Signature)

Designation : \_\_\_\_\_

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

**Instructions:**

- i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bided) prior to November 17, 2020.
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

**Statement of Single Largest Completed Contract  
which is Similar in Nature**

(indicate only one)  
*[shall be submitted with the Bid]*

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

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

<b>Name of Client/Contact Person/Contact Number/Contact Email Address</b>	<b>Date of the Contract</b>	<b>Kinds of Goods</b>	<b>Amount of Contract</b>	<b>Date of Delivery</b>	<b>End User's Acceptance or Official Receipt(s) Issued for the Contract</b>

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

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

Instructions:

- a. Cut-off date is November 17, 2020.
- b. Similar contract shall refer to the provision of software licenses, maintenance and support services of ICT equipment such as, but not limited to, ICT equipment listed in item V, Annex "A".

## ***Bid Securing Declaration Form***

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

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

### **BID SECURING DECLARATION**

**Project Identification No.: DBM-2020-42**

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

***[Jurat]***

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

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

*[shall be submitted with the Bid]*

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

### **AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

**[Jurat]**

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

**Bid Form for the Procurement of Goods**  
***[shall be submitted with the Bid]***

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**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : **DBM-2020-42**

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address Agent	Amount and Purpose of Currency Commission or gratuity
---------------------------	--

_____	_____
_____	_____
_____	_____

(if none, state "None") ]

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

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

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

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

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

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

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

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

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

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

**Price Breakdown**Name of Bidder \_\_\_\_\_ Project ID No. **DBM-2020-42** Page \_\_\_ of \_\_\_

<b>Particulars</b>	<b>License Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b> (Unit Cost x License Quantity Inclusive of VAT)
<b>Network Components</b>			
Cisco ISR 4451 Router	<b>2</b>		
Dell Networking N4032F Switch	<b>2</b>		
Core Switch Dell Networking S6000-ON L3	<b>2</b>		
SAN Switch Dell Networking S5000 Converged	<b>2</b>		
Load Balancer BIG-IP 4000s Local Traffic Manager	<b>2</b>		
Management Switch Dell Networking N1548 (OOBM)	<b>1</b>		
MXL Switches Dell Blade XML Switches	<b>4</b>		
Cisco Catalyst 2960-CX	<b>1</b>		
<b>Security Components</b>			
External Firewall Juniper SRX1500 NGFW Appliance	<b>2</b>		
Juniper Management Juniper Junos Space 2500	<b>1</b>		
IPS HP Tipping Point S2600 NX IPS Appliance	<b>2</b>		
HP Tipping Point SMS	<b>1</b>		
Internal Firewall Dell SonicWall NSA 6600 NGFW Appliance	<b>2</b>		
<b>Blade Servers</b>			
Blade Chassis Dell PowerEdge M1000e Modular Blade Enclosure, 10U Chassis	<b>1</b>		
Blade Servers Dell PowerEdge M830	<b>6</b>		
<b>Backup System</b>			
Backup Server Dell PowerEdge R430	<b>1</b>		
Compellent SC220 Enclosure	<b>6</b>		
<b>Management and Monitoring Solutions</b>			
EMS Server - Dell PowerEdge R430	<b>1</b>		
SolarWinds Server - Dell PowerEdge R730	<b>1</b>		
HP ArcSight EE7600-250 EPS Correlator Server Appliance	<b>1</b>		

HP ArcSight L3505 Logger Server Appliance	<b>1</b>		
HP ARST MC C6504 Connector Server Appliance	<b>1</b>		
<b>NETVAULT</b>			
NetVault Backup Server Enterprise Capacity Edition for Windows	<b>1</b>		
NetVault Backup Single Heterogeneous Client	<b>25</b>		
NetVault Backup Plugin for SQL Server Cluster On Windows	<b>2</b>		
NetVault Backup File System Plugin Cluster Support	<b>2</b>		
NetVault Backup Single Tape Drive	<b>3</b>		
NetVault BMR Single Client for Windows	<b>8</b>		
NetVault Backup Single Smartclient with Single Heterogeneous Client	<b>4</b>		
NetVault Backup Dynamically Shared Device Option	<b>4</b>		
NetVault Backup Hyper-V Plugin	<b>6</b>		
<b>SOLARWINDS</b>			
SolarWinds Dameware Remote Support.	<b>5</b>		
SolarWinds Orion Additional Polling Engine.	<b>2</b>		
SolarWinds Orion HA.	<b>3</b>		
SolarWinds Orion Netflow Traffic Analyzer – SLX	<b>1</b>		
SolarWinds Orion Network Configuration Manager v7 - DL100.	<b>1</b>		
SolarWinds Orion Network Performance Monitor SLX.	<b>1</b>		
SolarWinds Server & Application Monitor – ALX.	<b>1</b>		
SolarWinds Storage Resource Monitor (up to 300 disks).	<b>1</b>		
SolarWinds Web Performance Monitor – WPM.	<b>1</b>		
<b>TOTAL</b>			

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

Legal Capacity: \_\_\_\_\_

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

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

**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

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**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. **DBM-2020-42** Page \_\_\_ of \_\_\_

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

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

Legal Capacity: \_\_\_\_\_

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

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

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

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**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. **DBM-2020-42** Page \_\_ of \_\_\_\_\_

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

Name:

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Legal Capacity:

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Signature:

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Duly authorized to sign the Bid for and behalf of:

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

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

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**CONTRACT No. 2020-\_\_\_\_  
MAINTENANCE AND SUPPORT SERVICES FOR BUDGET AND  
TREASURY MANAGEMENT SYSTEM (BTMS) EQUIPMENT AND  
LICENSES**

This CONTRACT made and entered into by and between the following:

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY**, \_\_\_\_\_, hereinafter called the **"DBM"**;

- and -

**<Name of Company>**, a sole proprietorship/partnership/corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by **ITS AUTHORIZED REPRESENTATIVE**, \_\_\_\_\_, hereinafter referred to as the **"SUPPLIER"**;

Collectively, the **"PARTIES"**;

**WITNESSETH:**

**WHEREAS**, the DBM conducted a public bidding for the Project, "Maintenance and Support Services for Budget and Treasury Management System (BTMS) Equipment and Licenses," and the bid of the Supplier was declared as the Lowest/Single Calculated and Responsive Bid in the amount of \_\_\_\_\_ (P\_\_\_\_\_), hereinafter called the "Contract Price";

**WHEREAS**, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last \_\_\_\_\_, and the Supplier posted its performance security in the form of a \_\_\_\_\_ on \_\_\_\_\_, in the amount of \_\_\_\_\_ (P\_\_\_\_\_);

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex	A	-	Bid Form
	B	-	Schedule of Requirements
	C	-	Technical Specifications
	D	-	General Conditions of Contract
	E	-	Special Conditions of Contract
	F	-	Notice of Award
	G	-	Performance Security

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the Maintenance and Support Services for BTMS Equipment and Licenses, and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the Maintenance and Support Services for BTMS Equipment and Licenses, and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_\_ day of \_\_\_\_\_, 2021 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET  
AND MANAGEMENT**

[Supplier]

by:

by:

\_\_\_\_\_  
*Secretary*

\_\_\_\_\_  
*Authorized and Designated  
Representative*

SIGNED IN THE PRESENCE OF

\_\_\_\_\_

\_\_\_\_\_

## ACKNOWLEDGMENT

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

**BEFORE ME**, a Notary Public for and in the City of \_\_\_\_\_, Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 personally appeared the following:

**NAME**

**VALID ID**

**VALID UNTIL**

\_\_\_\_\_

**(Name of Bidder's Authorized Representative)**

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Maintenance and Support Services for BTMS Equipment and Licenses was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of \_\_\_\_\_, 2020.

Doc. No \_\_\_\_\_;  
Page No \_\_\_\_\_;  
Book No \_\_\_\_\_;  
Series of 2020.

## Bank Guarantee Form for Advance Payment

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To:     *[name and address of PROCURING ENTITY]*  
          *[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

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

X-----X

**PERFORMANCE SECURING DECLARATION**

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

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

I/We, the undersigned, declare that:

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

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

***[Insert NAME OF BIDDER'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.

*[Select one of the two following paragraphs and delete the other]*

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 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 \_\_\_\_.

