



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

Procurement of GOODS

Procurement of HP Back-up Solution

Project ID No. **DBM-2021-18**

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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
“Procurement of HP Back-up Solution”

1. The Department of Budget and Management (DBM), through the FY 2021 General Appropriations Act, intends to apply the sum of **Eighteen Million Five Hundred Thousand Pesos (P18,500,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **“Procurement of HP Back-up Solution”** (Project ID No. **DBM-2021-18**). 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 DBM now invites bids for the above Procurement Project. Delivery of the Goods is required for FY 2021 as specified in Section VI (Schedule of Requirements) of the Bidding Documents. Bidders should have completed **within the period of March 23, 2018 to March 22, 2021** a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *“pass/fail”* criterion as specified in the 2016 Revised IRR of 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 March 2, 2021 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 DBM will hold a Pre-Bid Conference on March 9, 2021, 10:30 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 video-conferencing 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.

The prospective bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hma-jmco-dbx>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the prospective bidders before the start of the Pre-bid Conference.

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 March 23, 2021, 9:30 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 March 23, 2021, 9:30 a.m., at the given address below and via video conferencing. 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.

Bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hmajmco-dbx>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the bidders before the start of bid opening.

10. The DBM 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
DBM-Administrative Service-Procurement Management Division
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila
Telefax No. 8657-3300 local 3115
Email address: 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>

March 2, 2021

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 “**Procurement of HP Back-up Solution**” with Project Identification No. *DBM-2021-18*.

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 2021 in the amount of **Eighteen Million Five Hundred Thousand Pesos (P18,500,000.00)**. 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 the FY 2021 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 “T” 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 the following requirements:
 - a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC; **or**
 - b. The Bidder must have completed at least two (2) similar contracts:
 - i. the aggregate amount of which should be equivalent to at least *fifty percent (50%)* of the ABC for this Project; **and**
 - ii. the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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 DBM will hold a Pre-Bid Conference on March 9, 2021, 10:30 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 video conferencing 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.

The prospective bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hma-jmco-dbx>, and wait for further advice from the BAC Secretariat to join the BAC meeting link, which shall be provided to the prospective bidders before the start of the Pre-bid Conference.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within the period of March 23, 2018 to March 22, 2021**.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 Revised IRR of RA No. 9184.

12. Bid Prices

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 **July 21, 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 may be. 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

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"> a. refer to the Procurement of Disk-Based Storage Solution; and b. have been completed within the period of March 23, 2018 to March 22, 2021.
7	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"> (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 (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. <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"> a. The amount of not less than P370,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than P925,000.00, if bid security is in Surety Bond.

19.3	The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184.
20	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Photocopy/ies of Contract/s or Purchase Order/s of one of the following: <ol style="list-style-type: none"> i. A single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid; OR ii. (a) at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least fifty (50%) of the ABC to be bid; and (b) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above. 2. The corresponding proof/s of completion, which could either be: <ol style="list-style-type: none"> i. Certificate/s of Final Acceptance/Completion from the bidder's client/s; or ii. Official Receipt/s or Sales Invoice/s of the bidder covering the full amount of the contract/s 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"> i. 2019 Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from August 2020 to January 2021. <p>* Failure to submit copies of the Contracts or Purchase Orders with proof of completion is a valid ground for disqualification of the bidder.</p> <p>**In case the PhilGEPS Platinum Certificate of Registration was 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 was 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> <p>**** In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the 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>Delivery and Documents</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 Andrea Celene M. Magtalas, Information and Communications Technology Systems Service (ICTSS).</p> <p>Incidental Services</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>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>Packaging</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>Transportation</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>

	<p>Intellectual Property Rights</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>Payment schedule shall be in accordance with Item 8.0 of Annex “A” Detailed Technical Specifications.</p> <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"> a. Renewed Mayor’s/Business Permit in lieu of the submitted expired permit; b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and 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.
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"> 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; 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 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.

Section VI. Schedule of Requirements

Section VI. Schedule of Requirements

The delivery schedule stipulates hereafter the date of delivery to the project site.

Item	Description	Delivery Schedule
1	Submission of copy of certificate of HP Accredited Solutions Expert Certified Professional as prescribed in item 4.3 of Annex “A” Detailed Technical Specifications.	During bid submission, together with the Technical Documents
2	Supply, Delivery, Installation, Configuration, and Testing of HP Back-up Solution including, but not limited to, the following: <ul style="list-style-type: none"> • Mounting, power-up of all hardware components, cabling and networking; • Assistance on the creation of back-up policies; • User Acceptance Testing and Knowledge Transfer; and • Any other item not mentioned but required to make the HP Back-up Solution operational will be in the scope of work/deliverables of the contractor without any additional cost to DBM. 	Within one hundred twenty (120) calendar days from receipt of the Notice to Proceed (NTP)
3	Conduct of Technical Trainings by an Authorized Training Center of HP (as indicated in item 4.8 of the Annex “A” Detailed Technical Specifications)	Within one hundred twenty (120) calendar days from receipt of the NTP
4	As-built documentation of the HP Back-up Solution set-up/ diagram in both hard and soft copies including information in the deployment, system resource/overhead requirements of the software/IT equipment deployed in the project, as well as procedures for installation, configuration, integration, usage, backup, and restoration.	Within one hundred twenty (120) calendar days from receipt of the NTP
5	Provision of three (3)-year Comprehensive Warranty in accordance with item 6.9 and related provisions in Annex “A” Detailed Technical Specifications.	Warranty shall commence on the day the DBM- ICTSS issues the Certificate of Acceptance

* The period for the performance of the obligations under the Contract shall not be 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

Section VII. 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
<p>I. Objective <i>(see attached Annex “A” Detailed Technical Specifications, item 2.0)</i></p> <p>II. Specifications <i>(see attached Annex “A” Detailed Technical Specifications, item 3.0)</i></p> <p>III. Scope of Services <i>(see attached Annex “A” Detailed Technical Specifications, item 4.0)</i></p> <p>IV. Service Level Agreement <i>(see attached Annex “A” Detailed Technical Specifications, item 5.0)</i></p> <p>V. Warranties of the Contractor <i>(see attached Annex “A” Detailed Technical Specifications, item 6.0)</i></p> <p>VI. Confidentiality of Data <i>(see attached Annex “A” Detailed Technical Specifications, item 7.0)</i></p> <p>VII. Terms of Payment <i>(see attached Annex “A” Detailed Technical Specifications, item 8.0)</i></p> <p>VIII. Pre-Termination of Contract <i>(see attached Annex “A” Detailed Technical Specifications, item 9.0)</i></p>	

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

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Detailed Technical Specifications

1.0 PROJECT TITLE

Procurement of HP Back-up Solution

2.0 OBJECTIVE

To have the flexible backup infrastructure, performing data protection tasks (such as VM backup, replication, copying backup files), and carrying out disaster recovery procedures.

3.0 SPECIFICATIONS

3.1 The HP Back-up Solution must have the following capabilities:

- 3.1.1 Offered Disk to disk backup device shall be Modular design to allow configuration, add capacity increase performance.
- 3.1.2 The offered appliance must be capable of integrating with existing HPE SimpliVity Infrastructure without the need for 3rd party backup applications
- 3.1.3 Offered device shall be offered with a minimum of 330TB of raw space scalable to more than 1PB raw space using 8TB drives.
- 3.1.4 Offered device shall also be scalable to at least 850TB usable in native mode (Without de-duplication and compression) and an additional 1.7PB of native usable capacity using storage on the cloud-like AWS, Azure, or on object storage.
- 3.1.5 The vendor shall not use any additional staging device in between while moving the data from the disk-based backup device to a public cloud or object storage.
- 3.1.6 Offered device shall have separate dedicated drives for the Operating System of the appliance and shall not participate in data backup.
- 3.1.7 Offered device shall be protected with hardware raid 6 from the factory so that no raid configuration is required in the field for data drives.
- 3.1.8 Offered device shall be offered with a dual Hardware Raid Controller card. Each card shall have dual 12Gbps SAS ports.
- 3.1.9 Offered device shall have the capability to do a complete copy of data sets from on-premise disk backup storage to Cloud storage instead of data tiering.
- 3.1.10 Offered device shall have the capability to deliver selective restore from the disk Library itself.
- 3.1.11 Offered device shall have an integrated de-duplication license, low bandwidth replication license so that unique non duplicated block transfers to remote / DR location.
- 3.1.12 Offered device shall have the intelligence to understand both source-based and target-based de-duplication and shall be integrated with all well-known backup ISVs like Veritas, Commvault, and Veeam, etc. at least 3 ISVs shall be supported.
- 3.1.13 Offered device shall have a minimum of 2 x 10/25Gbps IP and a minimum of 4 x 1Gbps IP connection. License and SFP for all ports shall be offered and configured.
- 3.1.14 Offered disk-based backup devices shall also support encryption functionality.
- 3.1.15 The offered disk-based backup appliance shall support VLAN tagging. Offered IP ports of the same type shall also support Port bonding in Adaptive Load balancing as well as in active-backup mode.
- 3.1.16 When fully populated, offered device shall support rated write performance of more than 20TB per hour in native mode.
- 3.1.17 When fully populated, offered device shall support rated write performance, when enabled with source-level de-duplication, of more than 40TB/hr.

3.2 The HP Back-up Solution must have the following minimum specifications:

- 3.2.1 1 x HPE StoreOnce 5250 Base System
- 3.2.2 2 x HPE D6020 High-Density Storage Enclosure 1U Support Tray (Factory Integrated)
- 3.2.3 1 x HPE StoreOnce 5250/5650 60TB Drawer/Capacity Upgrade Kit (Factory Integrated)
- 3.2.4 5 x HPE StoreOnce 5250/5650 44TB Capacity Upgrade Kit (Factory Integrated)
- 3.2.5 1 x HPE StoreOnce 5250/5650 60TB Drawer/Capacity Upgrade Kit (Factory Integrated)
- 3.2.6 2 x PE StoreOnce Gen4 10/25Gb SFP Network Card (Factory Integrated)
- 3.2.7 2 x HPE StoreOnce 5250/5650 60TB Drawer/Capacity Upgrade Kit LTU (Factory Integrated)
- 3.2.8 5 x HPE StoreOnce 5250/5650 44TB Capacity Upgrade LTU (Factory Integrated)
- 3.2.9 2 x HPE StoreOnce Gen4 10/25Gb SFP Network Card LTU (Factory Integrated)
- 3.2.10 8 x HPE BladeSystem c-Class 10Gb SFP+ SR Transceiver
- 3.2.11 8 x HPE Premier Flex LC/LC Multi-mode OM4 2 fiber 5m Cable
- 3.2.12 1 x HPE Technical Installation Startup SVC
- 3.2.13 1 x HPE After Hours HW Startup 24x7 CTR SVC
- 3.2.14 1 x HPE StoreOnce Encryption E-LTU
- 3.2.15 1 x HPE Technical Installation Startup SVC
- 3.2.16 1 x HPE StoreOnce Catalyst Ivl1 Solution SVC
- 3.2.17 1 x HPE StoreOnce Sing N Catalys Startup SVC
- 3.2.18 1 x HPE StoreOnce 52/5650 Stup SVC
- 3.2.19 1 x HPE 3Y Datacenter Care 24x7 Addon SVC
- 3.2.20 5 x HPE StoreOnce 52/5650 44TBCapUpKit Supp
- 3.2.21 1 x HPE StoreOnce 5250 Base System Support
- 3.2.22 2 x HPE StoreOnce 52/5650 60TBDwrUpKit Supp
- 3.2.23 3 x HPE Project Manager 3 Daily
- 3.2.24 3 x HPE Storage Team Day SVC
- 3.2.25 1 x HPE StoreOnce Integration Level 1 SVC

4.0 SCOPE OF SERVICES

- 4.1 The CONTRACTOR shall conduct a pre-implementation meeting with DBM representatives so that all the necessary preparations, ideal setup, contractor's familiarization of the computing environment, and other implementation matters are discussed and finalized;
- 4.2 The CONTRACTOR shall provide a work plan of activities for the duration of the project and a Deployment and/or Solution Architecture within a week from the pre-implementation meeting with DBM representatives. Said work plan shall be validated and subject to the approval of the designated DBM Information and Communications Technology Systems Service (ICTSS) personnel.
- 4.3 The CONTRACTOR shall supply, deliver, install, configure and test the HP Back-up Solution within one hundred twenty (120) calendar days from the receipt of the Notice to Proceed (NTP) including but not limited to the following:
 - 4.3.1 Mounting, power-up of all hardware components, cabling, and networking
 - 4.3.2 Assistance on the creation of back-up policies
 - 4.3.3 User Acceptance Testing and Knowledge Transfer
 - 4.3.4 Any other item not mentioned but required to make the HP Back-up Solution operational will be in the scope of work/deliverables of the contractor without any additional cost to DBM.

The CONTRACTOR must have “**HP Accredited Solution Expert**” Certified Professional for the Procurement of HP Back-up Solution (certificate/s must be submitted in the submission of bid documents).

- 4.4 The CONTRACTOR through its HP Accredited Solutions Expert shall provide/render twenty four hours a day, seven days a week (24x7) technical support service during the warranty period, as specified in Section 6.9 of this technical specifications. Technical support can be delivered in the form of a telephone call, electronic mail, and/or on-site support.

The CONTRACTOR through its HP Accredited Solutions Expert shall resolve every problem on hardware components within six (6) hours after it is reported during the warranty period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.

- 4.5 The CONTRACTOR through its HP Accredited Solutions Expert shall replace the defective parts/accessories of the same or better brand, the model features, quality and functionalities if not repaired within the allowable resolution time of six (6) hours during the warranty period at no additional cost to the DBM.
- 4.6 The CONTRACTOR through its HP Accredited Solutions Expert shall provide a service unit of at least the same brand, model, features, and functionalities or it is equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the warranty period.

However, mandatory replacement of defective unit with a brand new unit of the same or better brand or model shall be made, if the defective unit is not repaired within one (1) month from the time the service unit was provided, at no additional cost to the DBM.

- 4.7 The CONTRACTOR through its HP Accredited Solutions Expert shall resolve all issues encountered/unresolved under Section 4.4 to 4.6 which are reported within the warranty period. Resolution of said issues shall continue and be completed even beyond the warranty period.
- 4.8 The CONTRACTOR shall provide Technical Training based on the respective recommended certification program courses to be conducted by an Authorized HP Training Center. The Technical Training can be a classroom type or online training based on the following schedule:

Technical Training	Schedule	No. of Participants	Duration
Managing HPE StoreOnce Backup Solutions	Within one hundred twenty (120) calendar days from the receipt of NTP	Two (2) participants	Minimum of two (2) days

The CONTRACTOR shall issue individual training certificates and training materials for each of the participants.

- 4.9 The CONTRACTOR shall provide as-built documentation of the Procurement of HP Back-up Solution set-up/diagram in both hard and soft copies including information in the deployment, system resource/overhead requirements of the software/IT equipment deployed in the project, as well as procedures for installation, configuration, integration, usage, backup, and restoration within one hundred twenty (120) calendar days from the receipt of NTP.
- 4.10 A Certificate of Acceptance shall be issued by the Director of the ICTSS after all the requirements are fully met by the CONTRACTOR.

5.0 SERVICE LEVEL AGREEMENT

- 5.1 DBM shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their noncompliance.

Component	Description	Liquidated Damages
5.1.1 Supply, Delivery, Installation Configuration and Testing	The CONTRACTOR shall supply, deliver, install, configure and test the HP Back-up Solution within one hundred twenty (120) calendar days from the receipt of the NTP	One percent (1%) of the total contract price shall be imposed per day of delay.
5.1.2 Technical Support	The CONTRACTOR through its HP Accredited Solutions Expert shall resolve every problem to the satisfaction of the DBM on software and hardware components within six (6) hours after it is reported during the warranty period.	1/10 th of 1% of the total contract price shall be imposed for every hour of delay.
5.1.3 Replacement of Parts	The CONTRACTOR through its HP Accredited Solutions Expert shall replace the defective parts/accessories with the same brand, model or an equivalent thereof with the same or better features, quality and functionalities, if not repaired within the allowable resolution time of six (6) hours during the warranty period at no additional cost to the DBM.	1/10 th of 1% of the total contract price shall be imposed for every hour of delay.
5.1.4 Service Unit	The CONTRACTOR through its HP Accredited Solutions Expert shall provide a service unit which is the same brand, model, or an equivalent thereof with the same or better features, and functionalities at no additional cost to the DBM. The service unit for the equipment undergoing repair shall be made available and operational within six (6) hours from the time the problem has been reported by the DBM during the warranty period.	1/10 th of 1% of the total contract price shall be imposed for every hour of delay.
5.1.5 Technical Training	The CONTRACTOR shall provide Technical Training as specified in Section 4.8 of this technical specifications.	1/10 th of 1% of the total contract price shall be imposed for every day of delay.
5.1.6 Documentation	The CONTRACTOR shall provide as-built documentation of the Procurement of HP Back-up Solution setup/ diagram in both hard and soft copies including information in the deployment, system resource/overhead requirements of the software/IT equipment deployed in the project, as well as procedures for installation, configuration, integration, usage, backup, and restoration within one hundred twenty (120) calendar days from the receipt of NTP.	1/10 th of 1% of the total contract price shall be imposed for every day of delay.

6.0 WARRANTIES OF THE CONTRACTOR

- 6.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this technical specifications.
- 6.2 The CONTRACTOR warrants the reliability of the services and their manpower complement. The CONTRACTOR further warrants that the technical staff assigned are qualified to provide the service required to the satisfaction of the DBM.
- 6.3 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 authorities relating to the use or operation of the installation.
- 6.4 The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and properties at or near their areas of work and shall comply with all the standards and established safety regulations, rules and practices.
- 6.5 The CONTRACTOR's personnel shall coordinate with the authorized and/or designated DBM ICTSS personnel in the performance of their jobs.
- 6.6 The CONTRACTOR shall be liable for loss, damage or injury caused directly or indirectly by the fault or negligence of its personnel. It shall assume full responsibility therefor and the DBM shall be fully released from any liability arising therefrom.
- 6.7 The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest to the contract being bidden out.
- 6.8 The CONTRACTOR shall identify the technical support personnel that will be given authority to access and conduct the Supply, Delivery, Installation, Configuration, and Testing of HP Back-up Solution. The DBM shall be informed through a formal notice of the change or replacement of technical personnel five (5) days before the actual rendering of technical support services.
- 6.9 The CONTRACTOR shall provide a three (3) year comprehensive warranty which shall include technical support, provision of the service units, and parts replacement for the hardware/appliance which shall be covered by a special bank guarantee equivalent to 10% of the total contract price. The said amount shall be released after the lapse of the warranty period. Provided, further, that the goods supplied are free from patent and latent defect and all conditions imposed under the contract have been fully met.

The warranty shall commence on the day the DBM ICTSS issues the Certificate of Acceptance.

7.0 CONFIDENTIALITY OF DATA

- 7.1 All project personnel of the CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
- 7.2 The DBM Enterprise Network System, its component, parts and all products, products samples and specifications, data, ideas, technology, and technical/non-technical materials, all or any which may be derived from any of the foregoing are confidential.
- 7.3 The CONTRACTOR agrees to hold all the foregoing information in strict confidence. The CONTRACTOR further agrees not to reproduce or disclose any confidential information to 3rd parties without the prior written approval of the DBM.

8.0 TERMS OF PAYMENT

- 8.1 The CONTRACTOR shall be paid upon completion of delivery, installation, configuration, and testing of HP Back-up Solution subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%).
- 8.2 Payment shall be made within a reasonable time from the submission of the documentary requirements, such as but not limited to the following, based on existing accounting and auditing laws, rules, and regulations:
 - 8.2.1 Delivery Receipts
 - 8.2.2 Data Center Care Certificate/Contract for 3 years from HPE
 - 8.2.3 Sales Invoice/Billings
 - 8.2.4 Certificate of Acceptance issued by the ICTSS Director
 - 8.2.5 Non-Disclosure Agreement

No advance payment shall be made as provided for in Section 88 of PD 1445 (Government Auditing Code of the Philippines).

9.0 PRE-TERMINATION OF CONTRACT

The contract for the Procurement of HP Back-up Solution may be pre-terminated by the DBM for any violation of the terms thereof. In case of pre-termination, the CONTRACTOR shall be notified by the DBM thirty (30) days prior to actual 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	Title of the Contract / Name of the Project	Kinds of Goods	Total Amount of Contract	Value of Outstanding Contract	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 **[including the DBM]** and private contracts which may be **similar or not similar** to the project being bidden) prior to March 23, 2021.
- 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
[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance*	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a. The SLCC should have been completed (i.e., accepted) within the period of March 23, 2018 to March 22, 2021.
- b. Similar contract shall refer to the **Procurement of Disk-Based Storage Solution**.
- c. 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, and whose value, adjusted to current prices using the PSA's CPI, must be at least equivalent to the following:
 - i. a single contract that is similar to the project and whose value must be at least fifty percent (50% of the ABC to be bid; OR
 - ii. (a) at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least fifty percent (50%) of the ABC to be bid; and
(b) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

- * Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during Post-qualification).

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION

Project Identification No.: DBM-2021-18

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

[Jurati]

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

Omnibus Sworn Statement

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical 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

[Jurati]

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

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

BID FORM

Date : _____

Project Identification No. : **DBM-2021-18**

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 **Procurement of HP Back-up Solution** 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 details provided herein and made part of this Bid. The total bid price includes the cost of all taxes.

If our Bid is accepted, we undertake:

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

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

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

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

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

We acknowledge that failure to sign each and every page of this Bid Form, 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: _____

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

CONTRACT No. 2021-____
NAME OF PROJECT

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 -

_____, a 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, "Name of Project," 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 NAME OF THE PROJECT, 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 NAME OF THE PROJECT, 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**

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 _____, 2021 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 NAME OF THE PROJECT was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of _____, 2021.

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

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 ____.

