



Republic of the Philippines
Department of Health
BAGUIO GENERAL HOSPITAL AND MEDICAL CENTER
Baguio City

BID DOCUMENTS

Form No.: MCC-BAC-007

Revision No.: Ø

Effectivity Date: September 1, 2016

PROCUREMENT OF VARIOUS IT SOFTWARE, SUPPLIES AND EQUIPMENT

IB NO. 2022-021 BAC I

Approved Budget for the Contract (ABC):
Php 8,077,000.00

PhilGEPS Posting: June 14, 2022

Pre-bid Conference: June 22, 2022, 9:30 a.m., through Video Conferencing or
Webcasting via WebEx Meeting.

Meeting link:

<https://baguiogen.webex.com/baguiogen/j.php?MTID=md34cdb2a555542e6e9cd580dc3723518>

Meeting number: 2559 270 5554

Password: NWmtjhBh876

Bid Opening Conference: July 04, 2022, 9:30 a.m., DIETARY HALL, MAIN
BLDG., BGHMC

JUNE 2022

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

SECTION I

INVITATION TO BID

Notes on the Invitation to Bid

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

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

IB- No. 2022-021 BAC I
INVITATION TO BID FOR THE PROCUREMENT OF VARIOUS IT
SOFTWARE, SUPPLIES AND EQUIPMENT

1. The Baguio General Hospital and Medical Center, through its GAA intends to apply the sum of eight million seventy-seven thousand pesos (PHP 8,077,000.00) being the ABC to payments under the contract for IB No. 2022-021 BAC I. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Baguio General Hospital and Medical Center* now invites bids for the above Procurement Project. Delivery of the Goods is required within the Delivery Terms specified in Section VI: Schedule of Requirements. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *BGHMC BAC I/ Procurement Management Office* and inspect the Bidding Documents at the address given below during office hours, *8:00 a.m. – 5:00 p.m.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on *June 15 to July 04, 2022, 8:30 a.m.* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB.* The Procuring Entity shall allow the bidder to present its proof of payment for the fees *presented in person, or through electronic means.*

Project/s	Total ABC:	Cost of Bidding Documents
Procurement of Various IT Software, Supplies and Equipment	Php 8,077,000.00	Php 10,000.00

6. The *Baguio General Hospital and Medical Center* will hold an ONLINE Pre-Bid Conference¹ on *June 22, 2022, 9:30 a.m.* through video conferencing or webcasting *via WebEx Meeting* which shall be open to prospective bidders.

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



Republic of the Philippines
Department of Health
BAGUIO GENERAL HOSPITAL AND MEDICAL CENTER
BIDS AND AWARDS COMMITTEE II
Telefax No.: (074) 619-1375 Email: bacoffice@bghmc.doh.gov.ph



PRE-BID
CONFERENCE
Meeting Information

Meeting link:

<https://baguiogen.webex.com/baguiogen/j.php?MTID=md34cdb2a555542e6e9cd580dc3723518>

Meeting number: 2559 270 5554

Password: NWmtjhBh876

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address, online or electronic submission as indicated below, before *July 04, 2022, 9:00 a.m. Philippine Standard Time (PST)*. **Late bids shall not be accepted.**

Submission of electronic bids should be uploaded in the link provided in the bidding documents. The bidder should provide the password during the opening of bids. Failure to provide the Password during bid opening shall be ground for disqualification.

BGHMC Online Link: <https://forms.gle/xw1mPTqXvfoxTBOZ6>

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.

The bidder shall submit a Bid Securing Declaration

Or

Any form of Bid Security, in an amount not less than the required percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

9. Bid opening shall be on *July 04, 2022, 9:30 a.m.* at the DIETARY Hall, Main Bldg., BGHMC and/or via *WebEx Meeting*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. *Bid Opening Conference*
Meeting Information

Meeting link:

<https://baguiogen.webex.com/baguiogen/j.php?MTID=m664407bc617b70b4b8772813b4227a64>

Meeting number: 2557 245 3470

Password: 4hJ8BThfUh6

11. The *Baguio General Hospital and Medical Center (BGHMC)* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

FRENZEL RAY K. TOMAS, MPA

Head, BAC I Secretariat

Bids and Awards Committee (BAC) I Office/ Procurement Management Office (PMO)
4th Floor, Psychiatry Building, BGHMC, Governor Pack Road, Baguio City

bacoffice@bghmc.doh.gov.ph / bghmcbac@gmail.com

Tel Number.: 074-619-1375

Website: bghmc.doh.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: bghmc.doh.gov.ph

For online bid submission: <https://forms.gle/xw1mPTqXvfoxTBOZ6>

June 10, 2022

LARRY C. HAYA JR., MD
BAC I Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *Baguio General Hospital and Medical Center* wishes to receive Bids for the *Procurement of Various IT Software, Supplies and Equipment* with identification number *2022- 021 BAC I*.

The Procurement Project (referred to herein as “Project”) is composed of ten (10) items, 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 2022 in the amount of eight million seventy-seven thousand pesos (*Php 8,077,000.00*)

2.2. The source of funding is:

- a. GAA/SAA/Hospital Income

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.

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- b. Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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:
- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 *October 13, 2022*. 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.

- All submitted documents shall be typewritten/printed using Times New Roman. Font Size: 12.
- All submitted documents should be placed in any shade of GREEN envelopes/folders.
- All electronic files/folders shall be uploaded to the link provided below.
- Follow the instructions and click submit after accomplishing the e-form.
<https://forms.gle/xw1mPTqXvfoxTBOZ6>

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.

For electronic bids; All files should be scanned in PDF format. The main folder should include two electronic folders labeled as “Eligibility/Technical” and “Financial”. The Eligibility/technical folder shall include all the components in the checklist under Eligibility and Technical Documents. For the Financial folder, it shall include all the components in the checklist under Financial documents. Annexes file will also be included in the Financial folder.

Each folder should be zipped and encrypted with a password. After zipping and encrypting the two folders, it should be zipped and encrypted to create the main folder. The password for each folder should be provided by the bidder during the opening of bids. Failure to provide the password during bid opening shall be a ground for disqualification.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 follows:

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

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

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause						
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Various IT and Electrical Equipment b. completed within Three (3) years prior to the deadline for the submission and receipt of bids. 					
7.1	<i>Subcontracting is not allowed.</i>					
12	The price of the Goods shall be quoted DDP [<i>Baguio General Hospital and Medical Center</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.					
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than 2% of the ABC to be bid 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 5% of the ABC to be bid if bid security is in Surety Bond. 					
19.3			UNIT OF ISSUE	QTY	ABC	TOTAL ABC
	1	HCI	Set	1	4,000,000.00	4,000,000.00
	2	Computer set with UPS and Printer	Set	25	51,000.00	1,275,000.00
	3	Desktop Computer Set	Set	3	63,000.00	189,000.00
	4	Barcode Printer	unit	5	22,200.00	111,000.00
	5	Server Rack	unit	1	90,000.00	90,000.00
	6	Uninterruptible Power Supply	unit	1	100,000.00	100,000.00
	7	Document Scanner	set	4	140,000.00	560,000.00
	8	Desktop Computer	set	4	42,000.00	168,000.00
	9	Network Attached Storage	unit	1	660,000.00	660,000.00
	10	Tablet	set	42	22,000.00	924,000.00
					TOTAL	8,077,000.00
20.2	1. Latest Income and Business Tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 2. License to Operate (LTO) if applicable.					
21.2	<i>Not applicable</i>					

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
	<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 Baguio General Hospital and Medical Center In accordance with INCOTERMS.”</p> <p>The delivery terms applicable to this Contract are delivered <i>Baguio General Hospital and Medical Center</i> 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 <u>Mr. Frenzel Ray K. Tomas</u>.</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> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <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>Spare Parts –</p>

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

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

Spare parts or components shall be supplied as promptly as possible, but in any case, within One (1) month of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description

	<p>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>

	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.
2.2	Not allowed
4	The inspections and tests that will be conducted are: Submission of Brochures and Item/ Product Demonstration if deemed necessary by the Procuring Entity.

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.

ITEM DESCRIPTION		UNIT OF ISSUE	QUANTITY	ABC	TOTAL ABC	Delivered, Weeks/Months
1	HCI	Set	1	4,000,000.00	4,000,000.00	Thirty (30) Calendar Days
2	Computer set with UPS and Printer	Set	25	51,000.00	1,275,000.00	Thirty (30) Calendar Days
3	Desktop Computer Set	Set	3	63,000.00	189,000.00	Thirty (30) Calendar Days
4	Barcode Printer	unit	5	22,200.00	111,000.00	Thirty (30) Calendar Days
5	Server Rack	unit	1	90,000.00	90,000.00	Thirty (30) Calendar Days
6	Uninterruptible Power Supply	unit	1	100,000.00	100,000.00	Thirty (30) Calendar Days
7	Document Scanner	set	4	140,000.00	560,000.00	Thirty (30) Calendar Days
8	Desktop Computer	set	4	42,000.00	168,000.00	Thirty (30) Calendar Days
9	Network Attached Storage	unit	1	660,000.00	660,000.00	Thirty (30) Calendar Days
10	Tablet	set	42	22,000.00	924,000.00	Thirty (30) Calendar Days
TOTAL					8,077,000.00	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity

during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

TECHNICAL SPECIFICATIONS			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</i></p>

ITEM DESCRIPTION	STATEMENT OF COMPLIANCE (Comply or Did not Comply)
One (1) Set Hyper Converge Infrastructure (HCI) <u>Total ABC: PHP 4,000,000.00</u>	
The technical requirements and evaluation parameters are as follows:	
HARDWARE REQUIREMENTS	
a. Node size • Maximum of 2U equipment per node	
b. Number of Nodes • Minimum of 2 nodes for the cluster	
c. Processor • At least 2*Intel Xeon Silver 4210R 2.4G per node • At least 10 cores per processor	
d. Memory • At least 8 X 32GB RDIMM or similar type or equivalent per	
e. Storage • At least 2 X 480GB AND 3*960 GB SSD SATA per node, and 3*8TB 7.2k RPM SATA per node	
f. Network ports • At least 4* 10GE Multimode Optical Module, for short distance transmission per node	
g. Power supply • Contains redundant power supply per node	
SOFTWARE AND TECHNOLOGY	
1. Technology	
• The HCI solution should start with minimum two nodes, and still expandable from 2 nodes to more nodes directly without redo of implementation or reinitialization of HCI.	
•The management platform is integrated and distributed, not relied on a certain virtual machine or physical machine, which is more reliable.	
•Do not require installing additional management software after deployment of the hypervisor to achieve basic web-based access to GUI, granular management and easy operation	
•Software is licensed based on the number of physical processors.	
•The crucial components for virtualization of compute, storage, networking, network functions, application firewall, application delivery controller, are provided by the same vendor, to ensure scalability and compatibility.	
•Support correlated security service with intelligent threat detection and response platform to automatically take actions (such as quarantine VM by distributed firewall, take snapshot for VM, etc.) against malicious activities that are detected by the security platform.	
2. Compute Virtualization	
• Should have High-Availability. In case host fails, all the VMs running on that host can be recovered to another clustered host to ensure business continuity.	
• Backup is built-in by default and support agent-less incremental VM-level backup. For Windows VMs, file-level recovery must be supported.	
• Should have built-in back-up and support agent-less incremental VM- level back-up. For Windows VMs, file level recovery must be supported without using 3rd Party solutions.	
• Support snapshot consistent group and scheduled snapshots	

<ul style="list-style-type: none"> • Able to evaluate performance of virtual machines and hot-add resources (vCPU and vRAM) when they are running out of CPU or memory, minimizing business downtime. 	
<ul style="list-style-type: none"> • Must support module Activated CDP (Continues Data Protection) capable of recording VMs' IOs at an interval as minimum as 1 second, data can be restored at any point of time in the past 3 days for both clusters. 	
<ul style="list-style-type: none"> • AI-Enhanced database performance optimization with built-in self-adaptive performance optimization engine 	
<ul style="list-style-type: none"> • Support host health monitoring, when a host is deemed unhealthy, it will be put in an unhealthy host list, VM placement and HA failover will avoid to use the unhealthy host as a destination. When the host is back to normal, it can be taken out of the unhealthy host list automatically. 	
<h3>3. Storage Virtualization</h3>	
<ul style="list-style-type: none"> • Storage is in distributed architecture where more than one storage nodes are composed of a Storage Area Network (SAN) that can be scaled out (by increasing nodes) to expand storage capacity and performance 	
<ul style="list-style-type: none"> • Support access via iSCSI, to enable other hosts in the cluster to use iSCSI to access the virtual storage, and making Server SAN and IP SAN work together, and maximize storage utilization. 	
<ul style="list-style-type: none"> • A full copy of VM's data should be existed on the node where the VM is running on to facilitate faster read and write 	
<ul style="list-style-type: none"> • Data that is frequently accessed (also called hot data) can use SSD as a persistent storage media, when VM is migrated or host is rebooted, the hot data must still reside in the SSD for fast retrieval 	
<ul style="list-style-type: none"> • Support 3 data copies with 3 hosts to tolerate failure of any 2 disks or 1 host 	
<ul style="list-style-type: none"> • Support disk bad sector prediction, scanning and repair to maximize data security 	
<ul style="list-style-type: none"> • Support storage capacity prediction based on historical usage statistics and consumption behavior 	
<ul style="list-style-type: none"> • Support disk remaining lifecycle prediction 	
<h3>4. Network Virtualization</h3>	
<ul style="list-style-type: none"> • Natively Support deploying virtual routers, virtual switches and firewalls. 	
<ul style="list-style-type: none"> • Built-in distributed firewall to apply granular access control policy between VMs, securing east-west traffic (also known as Micro-segmentation), 	
<ul style="list-style-type: none"> • The virtual router supports high availability. A failed virtual router can be automatically recovered upon host failure, to ensure high availability of routing service 	
<ul style="list-style-type: none"> • Visualized Network topology can be completed simply by dragging objects and drawing connections via a visualized web-based management panel 	
<h3>5. Security</h3>	
<ul style="list-style-type: none"> •Hypervisor must be with a native web application firewall daemon process 	
<ul style="list-style-type: none"> •Must be ready for module activated virtual firewall that can provide protect against known and zero-day attack. Should be ready with below features: 	

a. Provides timely and full protection with threat intelligence services to perform automatic scan, give alerts on latest high-threat vulnerabilities and/or one-button click protection	
b. Weak password scanning for common network services (SSH, FTP, RDP, VNC, NetBIOS) and database types (MySQL, Oracle, MSSQL) to provide full protection	
c. Scan servers in B/S(browser/server) architecture for vulnerabilities like SQL injection, Cross-Site Script (XSS), path traversal, File inclusion, command execution	
d. Brute-force attack protection for common network services (HTTP, FTP, SSH, SMTP and IMAP) and database types (MySQL, Oracle, MSSQL) to provide full protection. (screenshots are required)	
6. Advance Features	
• Must be capable of license activated multi-cluster management	
• Support defining availability zones, multi-cluster management across regions, support management for no less than 20000 cloud hosts	
• Support management for 3rd party server virtualization platform, provide management for VMs on VMware, support direct edit of VMware VM configurations including vCPU, RAM, disks and vNICs.	
• Provide self-service portal, users can complete tasks like applying for VM resource and change VM configuration through this portal.	
• Support multi-tenancy, platform admin can distribute CPU, RAM, storage and other resources to different tenants	
• The cloud management platform and the underlying resource pool (compute virtualization, storage virtualization, network virtualization) must be from the same vendor, they must also support NFVs like virtual application firewall and virtual application delivery from the same vendor to ensure compatibility of the platform.	
• Support application center for easy and secure application upload and deployment so that tenants can easily and quickly download packaged applications to start using directly.	
SCOPE	
7. Project Implementation	
• The supplier should be certified reseller and partner of the product being offered - a certification issued by the principal	
• The supplier must provide a solution that is branded and brand new.	
The solution must be from a reputable international brand with local presence and local depot of parts and supplies.	
• The supplier shall perform the supply, delivery, installation, configuration, fine-tuning and testing of System.	
• The supplier shall perform the necessary fine-tuning, upgrade, redesign or replacement of appliance to ensure the optimum performance of the System.	
8. CDP Function	
• CDP must support recording VMs' IOs at an interval as minimum as 1 second,	
data can be restored at any point of time in the past 3 days	
• CDP must be integrated without additional 3rd party software	

• The CDP must be agent-less to avoid any negative impact on VMs' stability and performance.	
• Support fast browsing files from CDP backups, able to fast retrieve data or files from CDP backups	
SUPPORT	
9. Warranty and support:	
• At least five (5) years Software license subscription & upgrade, and technical support 24/7;	
• At least five (5) years Hardware warranty	
• Vendor must have direct local support in the Philippines.	
• The bidder must have at least 2 certified engineers of the product being offered - issued by the principal	
OTHERS	
• In order to ensure the maturity of Hyper-converged Infrastructure the vendor must be CMMI L5 certified.	

I hereby certify that the above data is/ are “correct”.

Name of Authorized Representative
(Printed Name over Signature)

Date

Name of Company & Complete Address

ITEM DESCRIPTION	STATEMENT OF COMPLIANCE (Comply or Did not Comply)
Ten (25) set Computer set with UPS and Printer <u>Total ABC: PHP 1,275,000.00</u>	
Processor:	
6 cores or higher	
12 threads or higher	
12MB Cache or higher	
10th generation or higher	
8GB Memory or higher	
256GB SSD or higher	
1 TB HDD or higher	
21.5" Monitor or higher	
700 Watts Bronze Rated Power Supply or higher	
USB Mouse and Keyboard	
2 or more years warranty on parts and service	
Uninterruptible Power Supply:	
850VA or higher	
510 watts or higher	
3 or more universal socket	
with 2 years warranty except battery	
Ink Tank Printer:	
Function: Print	
Scan	
Copy	
Prints Color and Black	
with 2 years warranty	
<i>Note: 15 sets are for HIMD and 10 sets for Pathology Department</i>	

I hereby certify that the above data is/ are “correct”.

Name of Authorized Representative
(Printed Name over Signature)

Date

Name of Company & Complete Address

ITEM DESCRIPTION	STATEMENT OF COMPLIANCE (Comply or Did not Comply)
Three (3) set Desktop Computer Set <u>Total ABC: PHP 189,000.00</u>	
Processor:	
6 cores or higher	
12 threads or higher	
12MB Cache or higher	
10th generation or higher	
8GB Memory or higher	
256GB SSD or higher	
1 TB HDD or higher	
21.5" Monitor or higher	
700 Watts Bronze Rated Power Supply or higher	
USB Mouse and Keyboard	
2 or more years warranty on parts and service	
Uninterruptible Power Supply:	
850VA or higher	
510 watts or higher	
3 or more universal socket	
with 2 years warranty except battery	
BARCODE SCANNER	
Bi-directional handheld barcode scanner	
Scanning Technology: Laser	
Light Source: 650 nm Laser Diode	
Scan Pattern: Single line	
Scan Speed: 100 scans per second or faster	
Scan Angle: 30° or higher	
Contrast: 30% minimum reflective difference	
Interface Connectivity: RS-232;	
Keyboard Wedge; USB	
Can withstand multiple 5 ft./1.524m drops to concrete	
With gooseneck stand	
POS PRINTER (DOT MATRIX)	
9 pin Serial Impact Dot matrix printing	
Print speed of 4.7 lines per second	
180dpi x 180dpi Dot Density	
Roll Paper Widths: 76mm, 69.5mm, 57.5mm	
Media Roll Diameter up to 83mm	
USB Interface	
Standard Accessories: Dedicated ribbon cassette	
roll paper	
AC Adapter	
USB Cable	
18 million lines mean cycles between failures	
7.5 million lines printer mechanism life	

1 Year warranty or more	
-------------------------	--

I hereby certify that the above data is/ are “correct”.

Name of Authorized Representative
(Printed Name over Signature)

Date

Name of Company & Complete Address

ITEM DESCRIPTION	STATEMENT OF COMPLIANCE (Comply or Did not Comply)
Five (5) unit barcode printer <u>Total ABC: PHP 111,000.00</u>	
Specifications:	
Thermal Transfer or Direct Thermal print method	
Print resolution: 200 dpi or higher	
Print speed: 4 in./sec or faster	
Maximum print width: up to 4.09 in.	
Compatible media types:	
Roll-fed or fan-fold	
die cut or continuous with or without black mark	
tag stock	
continuous receipt paper	
and wristbands	
Compatible media roll size:	
5 in./127 mm outer diameter	
Core inner diameter: 0.5 in. (12.7 mm) and 1 in. (25.4 mm) standard	
1.5 in. (38.1 mm)	
Single LED status indicator	
Single button for feed/pause	
Fixed off-center gap sensor	
USB connectivity	
with minimum 2 years service warranty period	

I hereby certify that the above data is/ are “correct”.

Name of Authorized Representative
(Printed Name over Signature)

Date

Name of Company & Complete Address

ITEM DESCRIPTION	STATEMENT OF COMPLIANCE (Comply or Did not Comply)
One (1) unit Server Rack <u>Total ABC: PHP 90,000.00</u>	
Rack units: 42U	
Multiple vendor equipment compatibility	
External Height: 78 in.	
External Width: 23~24 in.	
External Depth: 40~42 in.	
Sidewalls, Split rear Doors	
Accessories:	
Baying Kits	
Toolless Shelves	
Casters	
Bolt Down Kits	
Cable Management	
Power Strips	
Vertical or Rackmount	
Enclosure Monitoring System	

I hereby certify that the above data is/ are “correct”.

Name of Authorized Representative
(Printed Name over Signature)

Date

Name of Company & Complete Address

ITEM DESCRIPTION	STATEMENT OF COMPLIANCE (Comply or Did not Comply)
One (1) unit UNINTERRUPTIBLE POWER SUPPLY <u>Total ABC: PHP 100,000.00</u>	
CAPACITY:	
10KVA/9KW	
FEATURES:	
Rack mounting High frequency double conversion online UPS	
Single phase	
Power Factor 0.8/0.9	
Fully digitized microprocessor control	
Zero transfer time	
Wide input voltage range and Advanced PFC technology	
Self-testing when UPS startup	
Advanced battery management	
Automatic battery charging in UPS off mode	
Short circuit, overload and the others full protection	
Battery voltage and load capacity display	
Smart RS232 communication with monitoring software	
SNMP card optional	
LCD display	
EPO	
ECO	
USB communication optional	
LCD with Fault Codes	
N+X parallel design optional	
INPUT:	
Normal voltage 220VAC	
L+N+G	
Input Voltage Range 160-280±5V	
Input power factor >0.99(220VAC, full R load)	
Support generator input (Generator rating≥2*UPS rating)	
OUTPUT:	
Voltage range 220VAC±1%	
Frequency range 48Hz/54Hz(AC mode)	
50HzX(1±0.1%)(Battery mode)	
Transfer Time 0ms	
Distortion (Full Load) linear load < 3%	
Distortion (Full Load) nonlinear load < 5%	
Overload capacity 105%~125%	
1min then transfer to bypass and alarm. 125%~150% 30s then transfer to bypass and alarm	
1min then cut off output. >150%	
0.5s then transfer to bypass and alarm	
Load peak ratio 3:1(max)	

BATTERY PACK (UP TO 4 MODULES):	
Maintenance free Type valve regulated lead acid (VRLA) battery	
Battery voltage 240VDC	
Battery Capacity External	
Back-up Time (Full Load) 5mins	
(Half Load) 13mins	
Recharge Time 5Amp charger	
LCD Display: BAT VDC and %	
Input VAC and HZ	
Output VAC and HZ	
Load W and %	
Temp	
Fault Code	
AUDIBLE ALARM:	
Battery Mode Beeping (re-settable)	
Overload Beeping	
UPS Fault Beeping	
Battery low/charger fault Beeping	
Bypass mode Beeping	
L/N inverse Beeping	
COMMUNICATIONS: RS-232 Interface With monitoring software	
Included: RAIL KIT	
free UPS INSTALLATION to Server Rack	
WARRANTY: Two(2) years warranty on parts and labor	
and One(1) year warranty on batteries	

I hereby certify that the above data is/ are "correct".

Name of Authorized Representative
(Printed Name over Signature)

Date

Name of Company & Complete Address

ITEM DESCRIPTION	STATEMENT OF COMPLIANCE (Comply or Did not Comply)
Four (4) Set Document Scanner <u>Total ABC: PHP 560,000.00</u>	
Scanner type: ADF Duplex Scanner	
with optional flatbed	
Scanning Method: Color CIS/CCD	
Scan resolution: 50 to 600dpi (adjustable by 1 dpi increments)	
1,200 dpi (driver)	
Scan Speed: 60ppm simplex	
120 ipm duplex or faster	
Maximum paper feed Tray Capacity: 80 sheets or more	
Image output: Binary Monochrome 1-bit, Grayscale 8-bit, Color 24-bit	
Paper size: 50 mm x 54 mm (2 in. x 2.1 in.) Min	
216 mm x 356 mm (8.5 in. x 14 in.) Max	
Expected daily duty cycle: 8000 pages or more	
Multifeed Detection: Overlap detection (Ultrasonic sensor)	
Length detection	
Paper Protection: Lag detection	
Sound detection (iSOP)	
Interface port: USB 2.0 or higher	
Minimum 1 year service warranty period	

I hereby certify that the above data is/ are “correct”.

Name of Authorized Representative
(Printed Name over Signature)

Date

Name of Company & Complete Address

ITEM DESCRIPTION	STATEMENT OF COMPLIANCE (Comply or Did not Comply)
Four (4) set Desktop Computer <u>Total ABC: PHP 168,000.00</u>	
Processor:	
6 cores or higher	
12 threads or higher	
12MB Cache or higher	
10th generation or higher	
8GB Memory or higher	
256GB SSD or higher	
1 TB HDD or higher	
21.5" Monitor or higher	
700 Watts Bronze Rated Power Supply or higher	
USB Mouse and Keyboard	
2 or more years warranty on parts and service	
Uninterruptible Power Supply:	
850VA or higher	
510 watts or higher	
3 or more universal socket	
2 years warranty except battery	

I hereby certify that the above data is/ are “correct”.

Name of Authorized Representative
(Printed Name over Signature)

Date

Name of Company & Complete Address

ITEM DESCRIPTION	STATEMENT OF COMPLIANCE (Comply or Did not Comply)
One (1) unit Network Attached Storage (NAS) <u>Total ABC: PHP 660,000.00</u>	
Form factor: Rack mount	
Storage: 12x4TB or 4x16TB HDD with M.2 NVMe SSD 400GB or higher	
Hot swappable	
Memory: 64 GB DDR4 ECC UDIMM (expandable up to 64 GB)	
Connectivity:	
2 x USB 3.2 Gen 1 ports	
2 x Expansion ports	
4 x 1GbE RJ-45	
2 x 10GbE RJ-45	
Power Supply: Redundant	
Supported RAID types:	
RAID 0	
RAID 1	
RAID 5	
RAID 6	
RAID 10	
File sharing capabilities:	
Maximum local user accounts: 16,000	
Maximum local groups: 512	
Maximum shared folders: 512	
Maximum concurrent SMB/NFS/AFP/FTP connections: 2,000	
Features:	
Universal Search	
File Station	
iSCSI Storage & Virtualization	
Data Protection & Backup Solution	
Essential Antivirus and Firewall Security	
All-in-One Server (FTP, VPN, Mail, Web)	
remote monitoring and control	
Warranty: 3 years service warranty period or higher	

I hereby certify that the above data is/ are "correct".

Name of Authorized Representative
(Printed Name over Signature)

Date

Name of Company & Complete Address

ITEM DESCRIPTION	STATEMENT OF COMPLIANCE (Comply or Did not Comply)
Forty-two (42) set of Tablet <u>Total ABC: PHP 924,000.00</u>	
CPU Speed: Octa Core 1.8GHz or higher	
Resolution:	
Main Display:1280 x 800 pixels or higher	
Size (Main Display): 10.0" or larger, TFT	
Memory:	
3GB RAM or higher	
64GB ROM or higher	
External Memory Support MicroSD (Up to 1TB) or higher	
Battery Capacity: 7000mAh or higher	
Camera:	
8.0 MP or higher rear camera resolution	
FHD (1920 x 1080) @ 30fps video recording resolution or higher	
Network:	
2G GSM	
3G UMTS	
4G FDD LTE	
4G TDD LTE	
Connectivity:	
USB Version 2.0 or higher	
Location Technology (GPS...)	
3.5mm Stereo Earphone jack	
Wi-Fi 802.11 a / b / g / n / ac 2.4G+5GHz	
Wi-Fi Direct	
Bluetooth	
Operating System: Android 8.0 or later	
Form Factor: Tablet	
Sensors:	
Accelerometer	
Hall Sensor	
RGB Light Sensor	
Includes Screen Protector and Case (with stand and protective cover) for tablet	
1 year service warranty	

I hereby certify that the above data is/ are "correct".

Name of Authorized Representative
(Printed Name over Signature)

Date

Name of Company & Complete Address

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

CHECKLIST

**AUTHORIZED REPRESENTATIVE OF THE
COMPANY
(Front Page)
(See format in the Bidding Document under
FORMS)**

Checklist of Technical and Financial Documents

Project: _____

Date:

Name of Company: _____

Time:

ABC:

TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

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

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

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

Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and

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

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

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)

[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

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

FINANCIAL COMPONENT ENVELOPE

Original of duly signed and accomplished Financial Bid Form; and

Original of duly signed and accomplished Price Schedule(s).

BAC Member

(Signature Over Printed Name)

BAC Secretariat

(Signature Over Printed Name)

TWG Member

(Signature Over Printed Name)

Name of Authorized Representative

(Signature Over Printed Name)

COA Representative

(Signature Over Printed Name)

NGO Representative

(Signature Over Printed Name)

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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 to *[supply/deliver/perform]* *[description of the Goods]* 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 Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

[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 of agent	Amount and Purpose of 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 Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

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

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]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

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.: *[Insert number]***

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]

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]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

<i>[Insert Name and Signature]</i>	<i>[Insert Name and Signature]</i> <i>[Insert</i>
<i>[Insert Signatory's Legal Capacity]</i>	<i>Signatory's Legal Capacity]</i> for:
<i>for:</i>	<i>[Insert Name of Supplier]</i>
<i>[Insert Procuring Entity]</i>	

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[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

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

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 for the first offense, or two (2) years **for the second 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 revised 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 OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

(Letterhead of Company)

Date: _____

Authorized Representative of the Company
(To be officially representing the Company and transact business with Baguio
General Hospital & Medical Center)

Name: _____

Designation: _____

Office Address: _____

Mobile Number: _____

Telephone Number (Company): _____

Fax Number (Company): _____

E-mail address of Authorized Representative: _____

E-mail address of the company: _____

Specimen Signature: _____

Authorized by:

Name

Designation

