

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF SUPPLY, DELIVERY, CONFIGURATION, INSTALLATION, SUPPORT AND MAINTENANCE OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT

Government of the Republic of the Philippines

PHILIPPINE STATISTICS AUTHORITY

Quezon City, Philippines

PUBLIC BIDDING NO. 2022-12

Sixth Edition

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Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



**INVITATION TO BID FOR THE PROCUREMENT OF SUPPLY,
 DELIVERY, CONFIGURATION, INSTALLATION, SUPPORT AND
 MAINTENANCE OF VARIOUS INFORMATION
 COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT**

- The Philippine Statistics Authority (PSA), through the 2022 Current Appropriations intends to apply the sum of **Fifty-Two Million Four Hundred Thirteen Thousand and Ten Pesos (Php 52,413,010.00)** being the ABC to payments under the contract for **SUPPLY, DELIVERY, CONFIGURATION, INSTALLATION, SUPPORT AND MAINTENANCE OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

<i>Lot No.</i>	<i>Quantity</i>	<i>Item Description</i>	<i>Approved Budget for the Contract (in Php)</i>
		SUPPLY, DELIVERY, CONFIGURATION, INSTALLATION, SUPPORT AND MAINTENANCE OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT	
LOT 1	1	Tape back up solution and Cartridge (2 tape drives plus 10 cartridges)	1,500,000.00
LOT 2	17	Firewall Appliance with License and Three (3) Years Support and Subscription	30,443,175.00
LOT 3	1	Load Balancer	5,000,000.00
LOT 4		Various Adobe Software Subscriptions	8,894,635.00
Item 1	113	Acrobat Pro	
Item 2	7	Creative Cloud (Creative Suite) All Apps	
Item 3	14	Photoshop	
Item 4	32	Illustrator	
Item 5	2	InDesign	
LOT 5	1	Nessus Expert Vulnerability Scanning Software Subscription	1,575,200.00
LOT 6	5	MySQL Enterprise Edition One (1) Year Subscription (1-4 socket server)	1,600,000.00
LOT 7	1	Support and Maintenance for Cisco Server and Hitachi Storage for One (1) Year	3,400,000.00
		Total	52,413,010.00

2. The Philippine Statistics Authority (PSA) now invites bids for the above Procurement Project. Delivery of the Goods for Firewall Appliance and Load Balancer are required **Ninety (90) calendar days**, for Various Adobe Software Subscription, Nessus Subscription, Support and Maintenance for Cisco Server and Hitachi Storage are required **Thirty (30) calendar days**, for Tape back up solution and Cartridge is required **Sixty (60) calendar days**, for MySQL Enterprise Edition is required within **Fifteen (15) calendar days**, upon receipt of the Notice to Proceed and should be activated before the expiration of the contract before January 10, 2023. Bidders should have completed, within last five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the Philippine Statistics Authority (PSA) and inspect the Bidding Documents at the address given below during working hours from 8AM – 5PM weekdays except holidays.

PSA BAC Secretariat
11th Floor, Cyberpod Centris One, Eton Centris
EDSA corner Quezon Avenue, Quezon City

5. A complete set of Bidding Documents may be acquired by interested Bidders Bidders **starting on 22 November 2022** 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, in the following amounts:

<i>Lot No.</i>	<i>Item Description</i>	<i>Approved Budget for the Contract (in Php)</i>	<i>Price of Bidding Documents (in Php)</i>
	SUPPLY, DELIVERY, CONFIGURATION, INSTALLATION, SUPPORT AND MAINTENANCE OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT		
LOT 1	Tape back up solution and Cartridge (2 tape drives plus 10 cartridges)	1,500,000.00	5,000.00
LOT 2	Firewall Appliance with License and Three (3) Years Support and Subscription	30,443,175.00	25,000.00
LOT 3	Load Balancer	5,000,000.00	5,000.00

LOT 4	Various Adobe Software Subscriptions	8,894,635.00	10,000.00
Item 1	Acrobat Pro		
Item 2	Creative Cloud (Creative Suite) All Apps		
Item 3	Photoshop		
Item 4	Illustrator		
Item 5	InDesign		
LOT 5	Nessus Expert Vulnerability Scanning Software Subscription	1,575,200.00	5,000.00
LOT 6	MySQL Enterprise Edition One (1) Year Subscription (1-4 socket server)	1,600,000.00	5,000.00
LOT 7	Support and Maintenance for Cisco Server and Hitachi Storage for One (1) Year	3,400,000.00	5,000.00
	Total	52,413,010.00	50,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person. The Bidding Documents shall be received personally by the prospective bidder or his duly authorized representative upon presentation of proper identification documents.

6. The PSA-BAC will hold a Pre-Bid Conference¹ on **01 December 2022, 10:00 AM at 17th Floor, Cyberpod Centris Three, Eton Centris, EDSA corner Quezon Avenue, Quezon City via Zoom platform**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **13 December 2022, 10:00 A.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **13 December 2022, 2:00 P.M. at 17th Floor, Cyberpod Centris Three, Eton Centris, EDSA corner Quezon Avenue, Quezon City via Zoom platform**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
10. The PSA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Mr. Joseph P. Cajita
Head, BAC Secretariat
PSA Bids and Awards Committee
11th Floor, Cyberpod Centris One, Eton Centris

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.

EDSA corner Quezon Avenue, Quezon City
Tel. No. : (02) 8374-8270
Email Addresses: bac-secretariat@psa.gov.ph or bacsecretariat.psa@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents:

www.psa.gov.ph or **<https://procurement.psa.gov.ph/>**

(SGD)
MINERVA ELOISA P. ESQUIVIAS
Chairperson, Bids and Awards Committee

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, Philippine Statistics Authority wishes to receive Bids for the Procurement of Supply, Delivery, Configuration, Installation, Support and Maintenance of Various Information Communication Technology (ICT) Equipment, with identification number PB 2022-12.

The Procurement Project (referred to herein as “Project”) is composed of Lots 1 to 7, 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 the year 2022:

<i>Lot No.</i>	<i>Item Description</i>	<i>Approved Budget for the Contract (in Php)</i>
	SUPPLY, DELIVERY, CONFIGURATION, INSTALLATION, SUPPORT AND MAINTENANCE OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT	
LOT 1	Tape back up solution and Cartridge (2 tape drives plus 10 cartridges)	1,500,000.00
LOT 2	Firewall Appliance with License and Three (3) Years Support and Subscription	30,443,175.00
LOT 3	Load Balancer	5,000,000.00
LOT 4	Various Adobe Software Subscriptions	8,894,635.00
Item 1	Acrobat Pro	
Item 2	Creative Cloud (Creative Suite) All Apps	
Item 3	Photoshop	
Item 4	Illustrator	
Item 5	InDesign	
LOT 5	Nessus Expert Vulnerability Scanning Software Subscription	1,575,200.00
LOT 6	MySQL Enterprise Edition One (1) Year Subscription (1-4 socket server)	1,600,000.00
LOT 7	Support and Maintenance for Cisco Server and Hitachi Storage for One (1) Year	3,400,000.00
	Total	52,413,010.00

2.2. The source of funding is 2022 Current Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that **subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on 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 the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 **120 calendar days** from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 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.

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.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause																																																										
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>For Lots 1 to 3 and Lots 5 to 7: Similar contracts are the Supply and Delivery of Network Communication Appliance and Servers (e.g., Switches and Network Attached Storage).</p> <p>For Lot 4: Similar contracts are the Supply, Delivery, and Subscription to Various ICT Software (e.g., Canva, Filmora, Microsoft).</p> <p>Bidders should have completed, within the last five (5) years from the date of submission and receipt of bids, a contract similar to the Project.</p>																																																									
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.																																																									
12	The price of the Goods shall be quoted DDP PSA Complex, East Avenue, Q.C. or the applicable International Commercial Terms (INCOTERMS) for this Project.																																																									
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <tr> <td colspan="3">If bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit, 2% of the Approved Budget of the Contract should be submitted:</td> </tr> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;"><i>Approved Budget for the Contract (in Php)</i></th> <th style="text-align: center;"><i>2% of the ABC</i></th> </tr> <tr> <td>Lot 1</td> <td style="text-align: right;">1,500,000.00</td> <td style="text-align: right;">Php 30,000.00</td> </tr> <tr> <td>Lot 2</td> <td style="text-align: right;">30,443,175.00</td> <td style="text-align: right;">Php 608,864.00</td> </tr> <tr> <td>Lot 3</td> <td style="text-align: right;">5,000,000.00</td> <td style="text-align: right;">Php 100,000.00</td> </tr> <tr> <td>Lot 4</td> <td style="text-align: right;">8,894,635.00</td> <td style="text-align: right;">Php 177,892.70</td> </tr> <tr> <td>Lot 5</td> <td style="text-align: right;">1,575,200.00</td> <td style="text-align: right;">Php 31,504.00</td> </tr> <tr> <td>Lot 6</td> <td style="text-align: right;">1,600,000.00</td> <td style="text-align: right;">Php 32,000.00</td> </tr> <tr> <td>Lot 7</td> <td style="text-align: right;">3,400,000.00</td> <td style="text-align: right;">Php 68,000.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">52,413,010.00</td> <td style="text-align: right;">Php 1,048,260.20</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <tr> <td colspan="3">if bid security is in Surety Bond, 5% of the Approved Budget of the Contract should be submitted:</td> </tr> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;"><i>Approved Budget for the Contract (in Php)</i></th> <th style="text-align: center;"><i>5% of the ABC</i></th> </tr> <tr> <td>Lot 1</td> <td style="text-align: right;">1,500,000.00</td> <td style="text-align: right;">Php 75,000.00</td> </tr> <tr> <td>Lot 2</td> <td style="text-align: right;">30,443,175.00</td> <td style="text-align: right;">Php 1,522,159.00</td> </tr> <tr> <td>Lot 3</td> <td style="text-align: right;">5,000,000.00</td> <td style="text-align: right;">Php 250,000.00</td> </tr> <tr> <td>Lot 4</td> <td style="text-align: right;">8,894,635.00</td> <td style="text-align: right;">Php 444,731.75</td> </tr> <tr> <td>Lot 5</td> <td style="text-align: right;">1,575,200.00</td> <td style="text-align: right;">Php 78,760.00</td> </tr> <tr> <td>Lot 6</td> <td style="text-align: right;">1,600,000.00</td> <td style="text-align: right;">Php 80,000.00</td> </tr> <tr> <td>Lot 7</td> <td style="text-align: right;">3,400,000.00</td> <td style="text-align: right;">Php 170,000.00</td> </tr> </table>	If bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit, 2% of the Approved Budget of the Contract should be submitted:			Lot No.	<i>Approved Budget for the Contract (in Php)</i>	<i>2% of the ABC</i>	Lot 1	1,500,000.00	Php 30,000.00	Lot 2	30,443,175.00	Php 608,864.00	Lot 3	5,000,000.00	Php 100,000.00	Lot 4	8,894,635.00	Php 177,892.70	Lot 5	1,575,200.00	Php 31,504.00	Lot 6	1,600,000.00	Php 32,000.00	Lot 7	3,400,000.00	Php 68,000.00	Total	52,413,010.00	Php 1,048,260.20	if bid security is in Surety Bond, 5% of the Approved Budget of the Contract should be submitted:			Lot No.	<i>Approved Budget for the Contract (in Php)</i>	<i>5% of the ABC</i>	Lot 1	1,500,000.00	Php 75,000.00	Lot 2	30,443,175.00	Php 1,522,159.00	Lot 3	5,000,000.00	Php 250,000.00	Lot 4	8,894,635.00	Php 444,731.75	Lot 5	1,575,200.00	Php 78,760.00	Lot 6	1,600,000.00	Php 80,000.00	Lot 7	3,400,000.00	Php 170,000.00
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	Total	52,413,010.00	Php 2,620,650.50
19.3	The Project will be awarded by Lot.		
20.2	No further instructions.		
21.2	No further instructions.		

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>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><i>For Goods supplied from within the Philippines, state:</i> “The delivery terms applicable to this Contract are delivered at PSA Complex, East Avenue, Q.C. 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 Mr. Noel G. Perez.</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> <ol 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 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> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>

Select appropriate requirements and delete the rest.

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three (3) years.

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> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <p>Partial payment is not allowed.</p>

4	<p>The inspections and tests that will be conducted are:</p> <p>Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the Procuring Entity to ascertain the physical condition and acceptability of the Goods.</p> <p>The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the Procuring Entity.</p>
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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 Number	Description	Quantity	Total	Delivered, Weeks/Months
	SUPPLY, DELIVERY, CONFIGURATION, INSTALLATION, SUPPORT AND MAINTENANCE OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT			
LOT 1	Tape back up solution and Cartridge (2 tape drives plus 10 cartridges)	1	1,500,000.00	Delivery of Goods is required within Sixty (60) calendar days upon receipt of Notice to Proceed.
LOT 2	Firewall Appliance with License and Three (3) Years Support and Subscription	17	30,443,175.00	Delivery of Goods are required within Ninety (90) calendar days upon receipt of Notice to Proceed.
LOT 3	Load Balancer	1	5,000,000.00	
LOT 4	Various Adobe Software Subscriptions		8,894,635.00	Delivery of Goods are required within Thirty (30) calendar days upon receipt of Notice to Proceed.
Item 1	Acrobat Pro	113		
Item 2	Creative Cloud (Creative Suite) All Apps	7		
Item 3	Photoshop	14		
Item 4	Illustrator	32		
Item 5	InDesign	2		
LOT 5	Nessus Expert Vulnerability Scanning Software Subscription	1	1,575,200.00	
LOT 6	MySQL Enterprise Edition One (1) Year Subscription (1-4 socket server)	5	1,600,000.00	Delivery of Goods is required within Fifteen (15) calendar days upon receipt of Notice to Proceed and should be activated before the expiration of the contract before January 10, 2023
LOT 7	Support and Maintenance for Cisco Server and Hitachi Storage for One (1) Year	1	3,400,000.00	Delivery of Goods is required within Thirty (30) calendar days upon receipt of Notice to Proceed.

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

Item	Specification	Statement of Compliance
		<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 subject to the applicable laws and issuances.]</i></p>

	Supply, Delivery, Configuration, Installation, Support and Maintenance of Various Information Communication Technology (ICT) Equipment	
LOT 1	Tape back up solution and Cartridge (2 tape drives plus 10 cartridges)	
	Specifications:	
	Two (2) LTO9 HH External Tape Drive with power cable and external mini-SAS HD to mini-SAS HD to data cable; compatible with Windows 10/11	
	Ten (10) LTO-9 Data Cartridge with case Minimum 18TB / 45TB (compressed)	
	Five (5) LTO Universal Cleaning Cartridge with case	
	Two (2) SAS 12Gb/s HBA PCIe3.0 SFF	
	Additional Requirement:	
	Warranty: 1 Year Bidder must submit Certificate stating that they are Authorized Reseller or Distributor of the brand of the LTO9 HH External Tape Drive being offered	
LOT 2	Firewall Appliance with License and Three (3) Years Support and Subscription for Regional Statistical Service Office (RSSO) and Pilot Provincial Statistical Offices (PSOs)	
	Specifications:	
	Interfaces and Modules	
	Must include at least 2x 10 GE SFP+ Slots	
	Must include at least 8x GE RJ45 Ports	
	Must include at least 8x GE SFP Slots	
	Must include 2x GE RJ45 Management/HA Ports	
	Must include 1x RJ45 Console Port	
	Must include 2x USB Ports	
	Must include 2x SFP (SX 1 GE) transceivers	
	Performance Specifications	
	Capable of 10 Gbps IPS Throughput	
	Has NGFW Throughput of at least 9.5 Gbps	

	Must support at least 7 Gbps of Threat Prevention Throughput	
	Has the capacity of Firewall Throughput of at least 27 Gbps	
	Firewall latency (64 byte, UDP) of 1.54 μ s	
	Firewall Throughput (Packet per Second) 40.5 Mpps	
	Concurrent Sessions (TCP) 8 million	
	New Sessions/Second (TCP) 450,000	
	Can handle 10,000 Firewall Policies	
	IPsec VPN Throughput (512 byte) 20 Gbps	
	Gateway-to-Gateway IPsec VPN Tunnels 2000	
	Client-to-Gateway IPsec VPN Tunnels 50,000	
	SSL-VPN Throughput 7 Gbps	
	Concurrent SSL-VPN users (Recommended Maximum, Tunnel Mode) 10,000	
	SSL Inspection Throughput (IPS, avg. HTTPS) 8 Gbps	
	SSL Inspection CPS (IPS, avg. HTTPS) 5500	
	SSL Inspection Concurrent Session (IPS, avg. HTTPS) 800,000	
	Application Control Throughput (HTTP 64K) 15 Gbps	
	CAPWAP Throughput (HTTP 64K) 18 Gbps	
	Virtual Domains (Default/Maximum) 10/10	
	Maximum Number of Fortiswitches Supported 96	
	Maximum Number of FortiAPs (Total/Tunnel) 1024/512	
	Maximum Number of FortiTokens 5000	
	High Availability Configurations Active-Active, Active-Passive, Clustering	
	Dimensions and Power	
	Form Factor Rack Mount Maximum 1 RU	

	Power Source 100 - 240 V, 50/60 Hz	
	Power Consumption (Average/Maximum) 129 W / 244 W	
	Current (Maximum) 6A @ 100V	
	Heat Dissipation 832 BTU/h	
	Redundant Power Supplies (Hot Swappable) Optional	
	Operating Environment and Certifications	
	Operating Temperature 32-104°F (0-40°C)	
	Humidity 10-90% non-condensing	
	Forced Airflow Side and Front to Back	
	Compliance FCC Part 15 Class A, RCM, VCCI, CE, UL/cUL, CB	
	Certifications ICSA Labs Firewall, IPsec, IPS, Antivirus, SSL-VPN, USGv6/IPv6	
	Operating System and Management Requirements	
	The proposed CPE vendor must belong to latest Gartner's Leader Magic Quadrant for Network Firewalls category	
	The proposed appliance must be able to provide Firewall with Embedded SD-WAN approach	
	The proposed OS must: Be proprietary to prevent inheriting common OS vulnerabilities Upgradeable via Web UI or TFTP	
	The configurations on the device must: Be easily backup or restored via GUI and CLI to/from local PC, remote centralized management or USB disk Provide CLI command configuration file that is readable by Windows Notepad Have option for encrypted backup file	
	The proposed system must be capable to minimally provide management access through: * GUI using HTTP or HTTPS access which administration service port can be configured, example via tcp port 8080 * CLI console using console port, SSHv2, telnet or on GUI's dashboard	
	The system must support profile base login account administration	

	The proposed system must be able to facilitate administration audits by logging detailed activities to event log - management access and configuration changes	
	The administrator authentication shall be facilitated by local database, PKI & remote services such as Radius, LDAP and TACACS+	
	Shall be able to limit remote management access from certain trusted network or host with corresponding administrator account	
	Product must be of the same brand with the existing perimeter firewall in the PSA Complex	
	Hardware Requirements	
	Shall come with Active-Active HA capability should PSA need HA in the future	
	The proposed Appliance's Operating System must be security-hardened and purpose-built operating system	
	Shall be based on a dedicated ASIC-based standalone appliance which should include: * Content Processor that accelerates content scanning activities such as flow-based inspection for IPS and Application Control, high performance VPN bulk processing, and key exchange processing. * Network Processors that is used for acceleration of many key security functions including stateful packet header inspection, VPN encryption/decryption, protocol anomaly offloading, and quality of service enforcement. It should also provide acceleration for processing all packet sizes which includes time sensitive applications such as VoIP, real-time protocols, and multimedia applications.	
	SD-WAN	
	The proposed appliance must support SD-WAN interfaces. These are the ports and interfaces that are used to run traffic. At least one interface must be configured for SD-WAN to function; up to 255 member interfaces can be configured	
	The proposed Appliance SLA targets are a set of constraints that are used in SD-WAN rules to control the paths that traffic take: Latency threshold, Jitter threshold, Packet loss threshold	
	The proposed Appliance shall provide the following path control strategies: auto: Interfaces are assigned a priority based on quality. Manual (manual): Interfaces are manually assigned a priority	

	Best Quality (priority): Interface are assigned a priority based on the link-cost-factor of the interface	
	Lowest Cost (SLA) (sla): Interfaces are assigned a priority based on selected SLA settings.	
	Maximize Bandwidth (SLA) (load-balance): Traffic is distributed among all available links based on the selected load balancing algorithm.	
	The proposed Appliance shall support forward error correction (FEC) on VPN overlay networks.	
	Antivirus Capabilities	
	Must be able to scan files for viruses, worms, trojans, and other malware	
	Must support two different mode of scanning: Proxy-based and Flow-based	
	Must be able to support Grayware and Heuristic Scanning	
	The Propose system Antivirus protection shall include the following advance malware protection: Virus Outbreak Protection Content Disarm and Reconstruction (CDR)	
	Intrusion Protection	
	Must be able to protect network from outside attacks	
	Must be able to support two techniques to deal with these attacks: anomaly- and signature-based defense.	
	Must be able to reduce to a particular string of commands or a sequence of commands and variables	
	Must be able to use protocol decoders to identify each protocol appearing in the traffic	
	Must allow you to add an individual custom or predefined IPS signature	
	SSL Content Scanning and Inspection Requirements	
	The proposed system shall have the ability intercept and inspect content of SSL encrypted traffic of the following protocols: * HTTPS * IMAPS * POP3S * SMTPS	

	Shall be able to perform AV Scanning tasks over SSL encrypted traffic	
	Firewall Requirements	
	The next-generation firewall capability shall minimally attain Internet Computer Security Association (ICSA) AV and NSS Lab Certification	
	The firewall policy table shall support both IPv4 and IPv6 GUI configurations	
	The firewall shall be able to handle VoIP traffic securely with “pinhole opening” and support SIP, SCCP, MGCP and H.323 ALGs	
	Shall provide ability allow or block specific grayware groups such as adwares, BHO and keyloggers	
	Shall provide the ability to enable/disable heuristics engine, and block suspected file attachments	
	Shall be able to block or allow oversize file based on configurable thresholds for each protocol types and per firewall policy	
	Warranty	
	Three (3) years license for Unified Threat Protection (UTP) (IPS, Advanced Malware Protection, Application Control, Web & Video Filtering, Antispam Service, and Forticare Premium)	
	Bidder must have a Twenty-Four (24) x Seven (7) Technical Support	
	Three (3) Years Hardware and Software Warranty	
	Three (3) Years Hardware and Software Support	
	Must have a Helpdesk Support System in place to accommodate PSA technical request. Helpdesk system will provide ticket for each technical request or issues and will provide continues status and report until the resolution. Helpdesk must be available 24x7 including Saturday, Sunday and holidays. Helpdesk system should be available for site visit	
	Unlimited Phone Consultation	
	Unlimited Corrective Maintenance or Remedial Maintenance	
	Preventive Maintenance 2x per year (One per Semester)	

	Project Management and Installation																			
	PSA Onsite Knowledge Transfer training																			
	Bidder Qualification																			
	Bidder must be a least a certified advance partner of the proposed solution																			
	Bidder must submit Manufacturer Certificate stating that they are a certified advance reseller partner																			
	Bidder must be in the information and Communication Technology industry for at least five (5) years in the Philippines																			
	Bidder must have branch office or authorized service center in VIZMIN area																			
	Bidder should submit Bill of Materials enumerating all the proposed equipment indicating brand model, description and quantity																			
	Additional Requirements																			
	Project Management and Installation																			
	Bidder must conduct Project Management using below framework or similar approach																			
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	Bidder must have an certified and experience Project Engineer / Manager who will oversee the project. Note: Photocopy of valid Project Management Professional Certification, resume and company ID should be part of the submittal, Certified Project Manager should be with the bidder a year before the bid opening																			
	Bidder should have at least three (3) Manufacturer Certified Network Security Expert – Network Security Architect engineers. Photocopy of valid certification, resume and company ID should be part of the submittal; Certified engineer should be with the bidder a year before the bid opening																			
	First Level of support must be handled by the vendor. For inquiries or minor issues encountered, vendor have to provide answer or solution within 24 hours. If they are unable to provide solution or answer they have to escalate it to the manufacturer support. While for Critical cases it have																			

	to be consulted directly to the manufacturer support if unresolve by vendor within 5 hours.	
	Initial Configuration at PSA Head Office	
	24/7 Support from Manufacturer Certified Network Security Expert either by chat, call or remote session during deployment to RSSO	
LOT 3	Supply and Delivery of Load Balancer with One (1) year Subscription and Support	
	Load Balancer Local Traffic Manager (32 GB Memory, M.2 SSD) - 1 year	
	Level 1-3 Premium Service for Load Balancer (24x7) - 1 year	
	Four-Hour Hardware Replacement Service (RMA) for Load Balancer - 1 year	
	Two (2) Load Balancer & VIPRION SFP+ 10GBASE-SR Transceiver (Short Range, 300 m, Field Upgrade)	
	Load Balancer Single AC Power Supply for r2X00 (250 W, Field Upgrade)	
	Knowledge Transfer Training	
	Project Management and Installation	
	Preventive Maintenance two (2) times a year, one (1) per semester	
	Support 24x7 via onsite, email, phone and remote 1 year	
	Unlimited Corrective Maintenance or Remedial Maintenance.	
LOT 4	Various Adobe Software Subscriptions	
	Specifications:	
Item 1	Product Family: Acrobat Pro for teams	
	Part Number: 65297932BC04A12	
	Version: All	
	OS: Multiple Platforms	
	Language: Multi Asian Languages	
	Type: Subscription New	

	Users: 1 user	
	Duration: 2 years	
Item 2	Product Family: Creative Cloud (Creative Suite) for teams All Apps	
	Part Number: 65297751BC04A12	
	Version: All	
	OS: Multiple Platforms	
	Language: Multi Asian Languages	
	Type: Subscription New	
Item 3	Product Family: Photoshop for teams	
	Part Number: 65297618BC04A12	
	Version: All	
	OS: Multiple Platforms	
	Language: Multi Asian Languages	
	Type: Subscription New	
Item 4	Product Family: Illustrator for teams	
	Part Number: 65297605BC04A12	
	Version: All	
	OS: Multiple Platforms	
	Language: Multi Asian Languages	
	Type: Subscription New	
Item 5	Product Family: InDesign for teams	
	Part Number: 65297581BC04A12	
	Version: All	
	OS: Multiple Platforms	
	Language: Multi Asian Languages	
	Type: Subscription New	

	Additional Requirement for all Adobe Licenses:	
	Inclusive training:	
	1. Adobe Tips and Tricks Update training for existing Adobe users or with basic knowledge of any Adobe solutions.	
	Online session - 1-1.5 hours Unlimited number of pax As per agreed schedule or after deployment of license	
LOT 5	Security Software Nessus (Expert)	
	Specifications:	
	Nessus Expert (Includes 5 Domains) - 3 Year Subscription Term: 36 Months Order Type: New	
	3 Year Advanced Support for Nessus/PVS Professional Term: 36 Months Order Type: New 1 Year Access to the Nessus Fundamentals On Demand Video Course for 1 person Term: 12 Months Order Type: New (Qty for 5 Person/Students)	
LOT 6	Five (5) Licenses - MySQL Enterprise Edition One Year Subscription Per Server Tier 1 (1-4 CPU Sockets) with My Oracle Product and Maintenance Support Service 24x7	
	Specifications:	
	1. Oracle MySQL Service Cloud	
	2. MySQL Database	
	3. MySQL Document Store	
	4. MySQL Enterprise Backup	
	5. MySQL Enterprise High Availability	
	6. MySQL Enterprise Scalability	
	7. MySQL Enterprise Authentication	
	8. MySQL Enterprise TDE	
	9. MySQL Enterprise Encryption	
	10. MySQL Enterprise Masking	

	11. MySQL Enterprise Firewall	
	12. MySQL Enterprise Audit	
	13. MySQL Enterprise Monitor	
	14. Enterprise Manager for MySQL	
	15. MySQL Query Analyzer	
	16. 225+ MySQL Advisors	
	17. 600+ Monitored Variables	
	18. 60+ Performance Graphs	
	19. MySQL Workbench	
	Additional Requirement:	
	Support Services: MySQL Support Services (1 Year)	
	<p>Product Support:</p> <ol style="list-style-type: none"> 1. Assistance with Service Requests (SRs) 24 hours per day, 7 days a week 2. Access to My Oracle Support (24 x 7 web-based technical support system) 3. Ability to log Service Requests (SRs) through My Oracle Support 4. Non-technical customer service during normal business hours (e.g., assistance with support identifiers, assistance with logging into My Oracle Support) 	
	<p>Support Updates:</p> <ol style="list-style-type: none"> 1. Program updates 2. General maintenance releases 3. Selected functionality releases 5. Patches via My Oracle Support 6. Documentation updates 7. Limited access to bug fix information and patches on My Oracle Support 	
LOT 7	Support and Maintenance for Cisco Server, Hitachi Storage for One (1) Year	
	Specifications:	
	a. Central Office Site	
	<p>Item Description: Serial No./Contact No.</p> <ol style="list-style-type: none"> 1. UCS B200M4: FCH2202761A FCH21487JEB FCH2202762S FCH220276U5 	
	<p>Item Description: Serial No./Contact No.</p> <ol style="list-style-type: none"> 2. UCS B200M4: FCH230178Y7 FCH23027GG8 FCH230179P2 	

	FCH230179T0	
	Item Description: Serial No./Contact No. 3. Hitachi G200: 355-DW800-CBSS-004255200	
	Item Description: Serial No./Contact No. 4. Cisco Nexus N9K-C93180YC-EX: FD0215133HL	
	Item Description: Serial No./Contact No. 5. Catalyst 2960-X 24 GigE 4x1G: FOC2150T0R7	
	Item Description: Serial No./Contact No. 6. Management Console (FI): SSI16510KBC SSI23800ME	
	Item Description: Serial No./Contact No. 7. SVP Controller: 425520	
	b. Disaster Recovery Site	
	Item Description: Serial No./Contact No. 1. UCS C240 M4: FCH2201V02B FCH2201V01B	
	Item Description: Serial No./Contact No. 2. SVP Controller: SFR391943520012010	
	Item Description: Serial No./Contact No. 3. Cisco Catalyst 3850: FOC2203L30Y	
	Item Description: Serial No./Contact No. 4. Hitachi G200: 355-DW800-CBSS-00425725	
	24x7 Technical Support Engineer	
	24x7 Helpdesk	
	Includes Corrective Maintenance	
	Includes 3 Health check Services	
	Includes Annual Preventive Maintenance	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (b) 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**
- ☐ (c) 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**
- ☐ (d) 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**
- ☐ (e) Conformity with the Technical Specifications, which may include

- production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) 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

- ☐ (g) 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

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (k) *[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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

