

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Sixth Edition

**PROCUREMENT OF ARCSERVE
HIGH AVAILABILITY (RHA) FOR
ITMS, IRS, MDS, AND ARCSERVE
APPLIANCE FOR THE
DEVELOPMENT BANK OF THE
PHILIPPINES – 2ND REBID**

BID REFERENCE NO. G-2024-47

November 2024

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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

INVITATION TO BID for

PROCUREMENT OF ARCSERVE HIGH AVAILABILITY (RHA) FOR ITMS, IRS, MDS, AND ARCSERVE APPLIANCE FOR THE DEVELOPMENT BANK OF THE PHILIPPINES - 2ND REBID Bid Reference No. G-2024-47

1. The **Development Bank of the Philippines**, through the **Corporate Budget**, intends to apply the sum of **Nine Hundred Ninety-Eight Thousand Pesos (PhP 998,000.00)**, *inclusive of all applicable taxes* being the Approved Budget for the Contract (ABC) to payments for the contract for the above-cited project.
2. The **Development Bank of the Philippines** now invites bids for the above-cited procurement project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
3. The software installation, configuration, and system testing must be within fifteen (15) days from the receipt of the Notice to Proceed (NTP).
4. Bidders must have completed a contract similar to the project **within the last five (5) years** from the date of submission and receipt of bids, equivalent to at least fifty percent (50%) of the ABC. **A contract similar to the project refers to supply/delivery/installation of Arcserve product.** The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
5. 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.
6. 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.
7. Prospective Bidders may obtain further information from **the Development Bank of the Philippines** and inspect the Bidding Documents at the address given below Mondays to Fridays from 9:00 AM to 4:30 PM.
8. A complete set of Bidding Documents may be acquired by interested Bidders on **27 November 2024** 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 amount of Five Hundred Pesos (PhP 500.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *via physical presentation of Official Receipt (OR) (original)*. Bidders shall also be given the printed format of the Bidding Documents provided that bidders shall pay the applicable Bidding Documents Fee at least the day before the deadline for submission of their bids.

*BAC Secretariat Unit - Procurement and Inventory Management
Department (PIMD), 6th Floor, Development Bank of the Philippines
(DBP)-Head Office, Sen. Gil Puyat Ave., cor. Makati Ave., Makati City*

9. Following are the schedule of bidding activities:

Particulars	Date	Venue
Issuance and Availability of Bidding Documents	Starting 27 November 2024 9:00 AM to 3:00 PM only (excluding weekends and holidays)	6/F BAC Secretariat DBP Head Office, Makati City
Pre-Bid Conference*	4 December 2024 (Wednesday) 3:00 PM	12/F Suite 5, DBP Head Office, Makati City
Submission of Eligibility Documents, Technical and Financial Proposals	3 January 2025 (Friday) <u>ON OR BEFORE 8:30 AM</u>	6/F BAC Secretariat DBP Head Office, Makati City
Opening of Eligibility Documents, Technical and Financial Proposals	3 January 2025 (Friday) 9:00 AM	12/F Suite 5, DBP Head Office, Makati City

Note: The Pre-bid Conference shall be open to all interested parties. **Bidders may attend the Pre-bid Conference and Bid Opening through videoconferencing via Zoom Meeting App. Bidders who wish to attend/participate via Zoom Meeting must coordinate with the BAC Secretariat through email at least one (1) day before the scheduled bid activity and provide their contact information (name of company, name of representative, email address, contact number). Bidders are advised to send their authorized technical and/or administrative representatives who will prepare the bid documents to ensure completeness and compliance of bids. Bidders are prohibited from recording (audio, video or picture format) the proceedings of the Pre-Bid Conference.*

10. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated above **OR** via (ii) online or electronic submission **on or before deadline as specified on the above schedule.** Late bids shall not be accepted.
11. **Electronic bids shall only be submitted through the BAC's Microsoft OneDrive, as the official electronic/online submission facility.** Bidders shall inform and coordinate with the BAC Secretariat (bacsecretariat@dbp.ph) on their intent to submit their bids online at least one (1) day before the scheduled deadline of submission. **Bids which are not submitted through MS OneDrive and/or not password-protected shall be disqualified.** Please refer to the Bid Data Sheet for the detailed guidelines and procedure for electronic/online submission.
12. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
13. The **Development Bank of the Philippines** 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.

14. For further information, please refer to:

DBP Bids and Awards Committee Secretariat

6/F Procurement and Inventory Management Department

DBP Head Office, Sen. Gil J. Puyat corner

Makati Avenue, Makati City

Trunkline: (+632) 8818-9511 local 2610 or 2606

Email: bacsecretariat@dbp.ph

Bid Reference No. G-2024-47

15. You may visit the following websites:

For downloading of Bidding Documents

- DBP website: <https://www.dbp.ph/invitations-to-bid/>
- PhilGEPS website: <https://philgeps.gov.ph/>

(SIGNED)

The DBP Bids and Awards Committee

REMINDER TO BIDDERS:

- Please be informed that DBP exercises Zero Tolerance for all types of fraud including illegal practices, corruption and malpractices. DBP officers and employees shall act ethically and lawfully in all transactions and dealing with stakeholders avoiding any appearance of irregularity that could erode the trust and confidence in the Bank as an institution and as the government as a whole.
- DBP cautions the public in dealing with individuals claiming association with the Bank, especially those posing as BAC members for any form of monetary solicitation or support. DBP does not condone illegal acts and disowns any responsibility for transactions made with unauthorized individuals.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Development Bank of the Philippines* wishes to receive Bids for the **Procurement of Arcserve High Availability (RHA) for ITMS, IRS, MDS and Arcserve Appliance for the Development Bank of the Philippines – 2nd Rebid**, Bid Reference No. G-2024-47.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of ***Nine Hundred Ninety-Eight Thousand Pesos (PhP 998,000.00)***, inclusive of all applicable taxes.

2.2. The source of funding is the Development Bank of the Philippines.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC within the last five (5) years.
- 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.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 **12th Floor, Executive Staff Room, DBP Head Office, Makati** and/or through **videoconferencing/webcasting** as indicated in paragraph 8 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 Eligibility, Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within the last five (5) 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 Eligibility, 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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) Calendar Days from the Date of the Bid Opening*. 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.

¹ 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.

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.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded **as one 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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. A contract similar to the project refers to supply/delivery/installation of Arcserve product. b. completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Not applicable</i> <i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>
8	The Development Bank of the Philippines will hold a Pre-bid conference for this Project on: Date: <u>4 December 2024 (Wednesday); 3:00 PM</u> Venue: 12th Floor, Suite 5, DBP Head Office, Makati City and/or through videoconferencing/webcasting as indicated in paragraph 8 of the Invitation to Bid (IB). Conduct of Pre-bid Conference: Bidders shall be allowed to participate during the conduct of Pre-bid Conference via Zoom Meeting App. Although attendance during the Pre-bid Conference is not mandatory, prospective bidders are encouraged to attend to fully understand the Bank's requirements through its Technical Specifications, Scope of Works or Terms of Reference and other contents of the Bidding Documents. a. Non-attendance of a prospective bidder during the Pre-bid Conference will in no way prejudice its bid. However, it is the sole responsibility of the bidder to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the issuance of the Supplemental/Bid Bulletin. b. All prospective bidders shall be guided by the following: - b.1 All prospective bidders who will attend the Pre-bid Conference must use the Zoom Meeting App and must coordinate with the BAC Secretariat through email at least one (1) day before the scheduled Pre-bid Conference and provide their contact information: ✓ Complete name of the representative ✓ Complete name of the company ✓ Registered e-mail address ✓ Mobile/cell phone numbers - b.2 The BAC Secretariat shall send an invite to all prospective bidders through their respective e-mails who desire to join/participate in the Pre-bid Conference using Zoom Meeting at least one (1) day before the said activity.

	b.3 The BAC Secretariat shall call all prospective bidders using Zoom Meeting on the respective time slots for a specific procurement project; b.4 The Chairman, or in her absence, the First Vice Chairperson or the Second Vice Chairperson, shall acknowledge all prospective bidders who are present via Zoom Meeting; b.5 Bidders shall turn on their video cameras at all times or during the Pre-bid Conference and Opening of Bids for transparency and recording purposes. b.6 If in case a bidder was not able to join the Pre-bid Conference, they may send their clarifications or queries to the Secretariat through e-mail. All clarifications or queries sent via e-mail including those that were discussed during the Pre-bid Conference shall be properly recorded and shall be included and addressed in the Supplemental Bid Bulletin; b.7 Prospective bidders need not to have their account/e-mails registered in the Office 365. However, bidder must still download the Zoom Meeting App.
12	The price of the Goods shall be quoted DDP [<i>state place of destination</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: a. The amount of not less than [<i>two percent (2%) of ABC</i>] or PhP 19,960.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than [<i>five percent (5%) of ABC</i>] or PhP 49,900.00, if bid security is in Surety Bond; c. No required percentage, if bid security is in the form of Bid Securing Declaration.

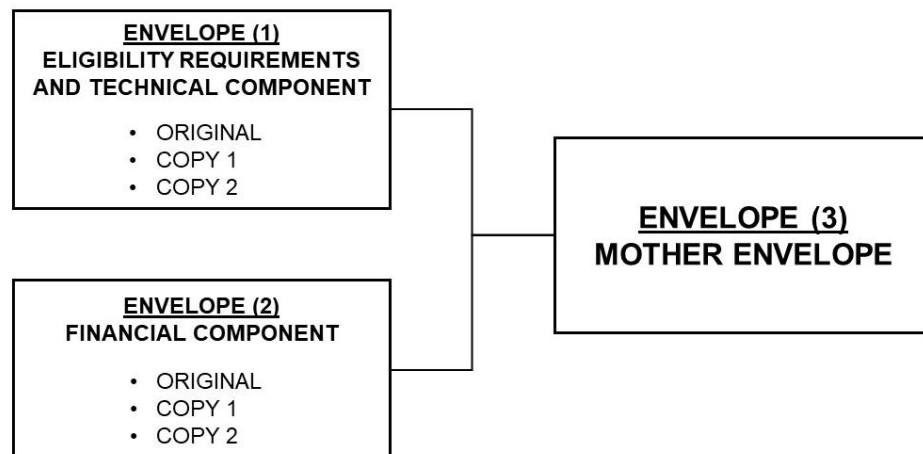
15

For Manual Submission of Bids:

Each bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.

Bidders shall submit their bids through their duly authorized representative enclosed in sealed envelopes:

- a. The first sealed envelope “**ENVELOPE (1)**” shall contain the folder/binder of the Eligibility Requirements and Technical Component of the bid; prepared in three copies labeled as follows:
 - ORIGINAL – Eligibility Requirements and Technical Component
 - COPY 1 – Eligibility Requirements and Technical Component
 - COPY 2 – Eligibility Requirements and Technical Component
- b. The next sealed envelope “**ENVELOPE (2)**” shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:
 - ORIGINAL – Financial Component
 - COPY 1 – Financial Component
 - COPY 2 – Financial Component
- c. “**ENVELOPE (1)**” and “**ENVELOPE (2)**” shall then be enclosed in a single mother envelope/package/box, which must be duly labeled, signed, and sealed.



- d. All envelopes “**ENVELOPE (1)**”, “**ENVELOPE (2)**”, and the **MOTHER ENVELOPE** shall indicate the following as its **outer label**:
 - addressed to DBP-BAC
 - name and address of the bidder in all capital letters
 - name of the project to be bid in all capital letters
 - bear the specific reference number for the project
 - bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids

	TO : THE BIDS AND AWARDS COMMITTEE DEVELOPMENT BANK OF THE PHILIPPINES (DBP) FROM : _____ <i>(Name of Bidder in All Capital Letters)</i> ADDRESS: _____ <i>(Address of Bidder in All Capital Letters)</i> PROJECT : _____ BID REFERENCE NO : _____ <i>(In Capital Letters, Indicate the Phrase):</i> “DO NOT OPEN BEFORE: (DATE AND TIME OF OPENING OF BIDS)” <u>For Online/Electronic Submission of Bids:</u> Proper labelling of bids <u>(for ELECTRONIC BID SUBMISSION)</u> All bidders must upload their bids/archived files in their respective folders as illustrated below: 1) For the first envelope/archived file containing the Eligibility and Technical Proposals: - (Name of Company/Office/Bidder)_FOLDER 1_ELIGIBILITY AND TECHNICAL COMPONENT_BID <i>e.g. ABC Company_FOLDER 1_ELIGIBILITY AND TECHNICAL COMPONENT_BID</i> 2) For the second envelope/archived file containing the Financial Proposals: - (Name of Company/Office/Bidder)_FOLDER 2_FINANCIAL COMPONENT_BID <i>e.g. ABC Company_FOLDER 2_FINANCIAL COMPONENT_BID</i>
	Manner of Submission of Bids The BAC shall adopt the following procedure in the submission and receipt of bids: <u>Manual Submission:</u> - Bidders shall be permitted to submit bids through actual submission by submitting the printed copies which must still be compliant with the two-envelope system and the sealing and marking of bids under Section 25 of the Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations (IRR); - Bidders shall submit the printed copies of their bid proposals preferably at least one (1) day before the deadline for the submission and receipt of bids;

- c. Bidders may send another representative to submit their bid proposals;
- d. The bidder or its representative shall coordinate with the Secretariat in submitting their bids. Bidders or its representative shall present to the Secretariat the transmittal page containing the Checklist of Requirements attached in the Bidding Documents, or if in case a Supplemental Bid Bulletin was issued, the transmittal page containing the Revised Checklist of Requirements, in which a date and time stamp shall be given as a proof on the submission and receipt of bids. The date and time stamp shall serve as the reference of the BAC and the bidders during the Opening of the Bids;
- e. The Secretariat shall be the sole custodian and shall be responsible in safekeeping the bid proposals;

Electronic Submission:

- a. Bidders shall submit their bid proposals via e-mail electronic format/e-mail provided that it shall comply with the following requirements:
 - a.1 uses a two-factor security procedure consisting of an archive format compression and password protection to ensure the security, integrity and confidentiality of the bids submitted;
 - a.2 allows access to a password-protected Bidding Documents on opening date and time. The passwords for accessing the file will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology; and
 - a.3 capable of generating an audit trail of transactions to ensure the security, integrity and authenticity of bid submissions.
- b. Bidders shall comply with the required and proper labelling of bids provided in **Clause 15 of Bid Data Sheet (BDS)**.
- c. Bidders shall submit their bid proposals using the following format:
 - ✓ The following documents must be saved in PDF file format:
 - Eligibility (Legal, Technical and Financial) and Technical Documents (First Envelope); and
 - Financial Proposals (Second Envelope)
 - ✓ Must be in archived/.zip file format.
Note: .RAR is not recommended.
 - ✓ Shall be labelled as "Name of the Company/Office/Bidder_ELIGIBILITY AND TECHNICAL/FINANCIAL_BID"
 - ✓ Password encrypted

	<u>For the detailed procedures on how to create and encrypt password on archive files, please refer to PAGE 49 of this Guidelines.</u> d. The BAC shall use Microsoft Office 365 OneDrive as the platform/facility for the electronic submission of bids; e. Bidders shall inform/notify the BAC Secretariat through email at bacsecretariat@dbp.ph, at least one (1) day prior to the deadline of submission and receipt of bids, their intent to submit their bids online. The BAC Secretariat shall then send to the bidders the link of the MS OneDrive folder where the bidders shall upload their electronic bids. f. Upon receipt of the bids containing the first and second envelopes, the BAC through its Secretariat shall send a "Bid Receipt" page for the official date and time of submission which can be saved or printed by the bidder; g. A bidder may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. Bidders shall send another bid equally secured, properly identified, and labelled as a "modification" of the one previously submitted. The time indicated in the latest "Bid Receipt" page generated shall be the official time of submission. <u>Bids submitted after the deadline shall not be accepted.</u> h. <u>Bids which are not submitted through BAC's MS OneDrive and/or not password-protected shall be disqualified.</u> i. <u>Bids that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.</u> j. The use of the aforesaid online or electronic bid submission shall be allowed until such time the online bidding facility under the PhilGEPS becomes fully operational.
16	The address for submission of bids is: Development Bank of the Philippines-Head Office Bids and Awards Committee (BAC) Secretariat 6/F BAC Secretariat, Procurement and Inventory Management Department (PIMD) Sen. Gil Puyat Ave., cor. Makati Ave., Makati City <u>The deadline for submission of bids is:</u> <u>3 January 2025 (Friday); "ON OR BEFORE" 8:30 AM</u>
17	The place of bid opening is: Development Bank of the Philippines-Head Office 12th Floor, Suite 5, DBP Head Office, Makati City, <u>or</u> via videoconferencing/Zoom Meeting app The date and time of bid opening is: <u>3 January 2025 (Friday); 9:00 AM</u>

19.3	<i>No further instruction</i> <i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i> <i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i>
20.2	<i>No further instruction</i> <i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>No further instruction</i> <i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 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

Special Conditions of Contract

GCC Clause	
1	<i>No further instruction</i> <u><i>Please refer to the Draft Contract per Section XII of this Bidding Documents</i></u> <i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i> Delivery and Documents – 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: <i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.” <i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</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.” Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>. Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i> 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. f. <i>[Specify additional incidental service requirements, as needed.]</i> 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. Spare Parts – The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: <i>Select appropriate requirements and delete the rest.</i> 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 <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>. Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months 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 Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	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. Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	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.

	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.
	Intellectual Property Rights – 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	<i>Payment shall be based on actual services rendered.</i> <u>The bidder declared as Lowest or Single Calculated and Responsive Bid must open an account with DBP upon issuance of Notice of Award for payment purposes (in case no account with DBP yet).</u> <i>[If partial payment is allowed, state] “The terms of payment shall be as follows:</i> <i>”</i>
4	No further instruction The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

Section VI. Schedule of Requirements

- **The software installation, configuration, and system testing must be within fifteen (15) days from the receipt of the Notice to Proceed (NTP).**
- **The winning bidder must issue a Proof of Entitlement for the period coverage within five (5) working days upon receipt of the NTP.**
- **One (1) Year maintenance and support upon issuance of DBP's Certificate of Completion.**

For the complete requirements for this project, please refer to Technical Specifications per FORM 9.

Section VII. Technical Specifications

Technical Specifications

Please refer to FORM 9 of this Bidding Documents for the Technical Specifications (TS) / Terms of Reference (TOR)

Section VIII. Checklist of Eligibility, Technical and Financial Documents

**PROCUREMENT OF ARCSERVE HIGH AVAILABILITY (RHA)
FOR ITMS, IRS, MDS, AND ARCSERVE APPLIANCE
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES - 2ND REBID
Bid Reference No. G-2024-47**

TRANSMITTAL FORM

CHECKLIST OF REQUIREMENTS FOR BIDDERS

Note: Please fill-out this form and submit directly to the BAC Secretariat outside of the sealed envelopes.

FOR MACHINE STAMP (OFFICIAL TIME) BY THE DBP BAC SECRETARIAT
Received:

Name of Bidder: _____

Complete Address: _____

Submitted by: _____

Landline: _____ Email: _____

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS AND TECHNICAL REQUIREMENTS (DULY SEALED AND MARKED)
LEGAL ELIGIBILITY DOCUMENTS	
TAB 1	If the bidder is a joint venture (JV): a. <u>If bidding as a formed JV:</u> Submit the existing valid, duly accomplished, signed and notarized JV Agreement (JVA). The JVA must specifically indicate among others, the following: the partner company that will represent the JV, the shareholdings of each partner company in the JV (to determine which partner company and its nationality has the controlling majority share), and the share of each partner company in the JV. Moreover, please likewise note: 1) <u>If the JV is incorporated or registered with the relevant government agency</u>, all documents listed in this checklist must be under the JV's name and shall submit the PhilGEPS Certificate of Registration under Platinum Category also under the JV's name. 2) <u>If the JV is unincorporated</u>, the PhilGEPS Certificate of Registration under Platinum Membership shall be submitted by each of the JV partners, while submission of the technical and financial eligibility documents (Tab 4 onwards) by any one of the JV partners constitutes collective compliance. b. <u>If bidding as a JV that is yet to be formed:</u> Submit duly notarized Agreement to Enter into Joint Venture (Template per FORM 1). Please likewise note: PhilGEPS Certificate of Registration under Platinum Membership shall be submitted by each of the JV partners, while submission of the technical and financial documents (Tab 4 onwards) by any one of the JV partners constitutes collective compliance.

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS AND TECHNICAL REQUIREMENTS (DULY SEALED AND MARKED)
	Please refer to FORM 1-A and FORM 1-B for the sample Secretary's Certificate for each of the JV Partners. <i>Each JV partner must submit its duly notarized Special Power of Attorney or Secretary's Certificate, whichever is applicable, indicating therein the following:</i> <i>1. The designated /authorized representative who will sign the Joint Venture Agreement (JVA) or the Protocol to Enter into a JVA;</i> <i>2. That they are duly authorized to participate in the bidding as a JV;</i> <i>3. The authorized Lead Company to represent the JV;</i> <i>4. The person designated as the duly authorized representative of the JV to participate in the bidding, sign the bid proposals/bidding documents and sign the ensuing contract with DBP.</i> <i>In case a JV partner is a sole proprietor and the proprietor opts to designate a representative, FORM 2-A shall be customized to include provisions such as the authority to sign the Protocol/Undertaking to Enter a JVA.</i>
TAB 2	Proof of appointment/authority of bidder's representative: a. Duly notarized Special Power of Attorney (if the bidder is a sole proprietorship and opts to designate a representative) - Template per FORM 2-A OR b. Duly notarized Secretary's Certificate (if the bidder is a corporation, partnership, cooperative or joint venture), if the bidder is a corporation - Template per FORM 2-B In case there are more than one appointed/designated representatives, bidders must tick ONE of the checkboxes provided in the form to identify if acting ANY ONE OF THE SIGNATORIES, ALL OF THE SIGNATORIES, or ANY (NUMBER) OF THE SIGNATORIES. <u>FAILURE TO TICK A CHECKBOX SHALL MEAN THAT ALL AUTHORIZED REPRESENTATIVES MUST SIGN THE BIDDING FORMS.</u>
TAB 3	Valid and current Certificate of PhilGEPS Registration (Platinum Membership), in three (3) pages, including Annex "A" or the List of Class "A" Eligibility Documents required to be uploaded and maintained current and updated in PhilGEPS in accordance with section 8.5.2. of the IRR of RA 9184. <u>Only the current/updated Certificate of PhilGEPS Registration (Platinum Membership) shall be accepted during the opening of bids. Expired Certificate or any of the Eligibility Documents listed in Annex "A" shall be a ground for failure of the bidder.</u>
<i>Following are the related provisions/requirements based on GPPB Resolution 15-2021 dated 14 October 2021 regarding submission of valid/current PhilGEPS Certificate of Registration (Platinum Membership):</i> <i>- LIFT the suspension on the implementation of mandatory submission of the PhilGEPS Certificate of Registration (Platinum Membership) in Competitive Bidding and Limited Source Bidding, thus,</i>	

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS AND TECHNICAL REQUIREMENTS (DULY SEALED AND MARKED)
	<u>fully enforcing Sections 8.5.2 and 54.6 of the 2016 revised IRR of RA No. 9184 starting 01 January 2022;</u> - <u>AMEND Sections 23.1(a)(ii) and 24.1(a)(ii) of the 2016 revised IRR of RA No. 9184 to reflect that the submission of the recently expired Mayor's Permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 8.5.2 of the 2016 revised IRR of RA 9184.</u>
TECHNICAL ELIGIBILITY DOCUMENTS	
TAB 4	Statement by the bidder of ALL its <u>ongoing</u> government and/or private contracts (including those awarded but not yet started, if any), whether similar or not similar in nature and complexity to the contract to be bid (include all contracts with the DBP for the said period, if any) (Template per FORM 3), duly signed by the bidder's authorized representative. Note: For bidders who have no ongoing government and/or private contracts, kindly indicate in their statement "NONE" to comply with the requirement. Bidders will be rated "failed" if no document is submitted or if the document submitted is incomplete or patently insufficient (<i>per GPPB NPM 094-2013 dtd. 2013-12-19</i>). <i>Copies of the NOA, contract, NTP, or equivalent document for each ongoing contract listed in the statement shall be required to be <u>submitted as part of post-qualification</u> of the bidder declared as the Lowest or Single Calculated Bid.</i>
TAB 5	Statement of single largest completed contract of similar nature (government or private contract) within the last five (5) years equivalent to at least fifty percent (50%) of the ABC (Template per FORM 4), duly signed by the bidder's authorized representative. Similar contract refers to supply/delivery/installation of Arcserve product. The identified single largest completed contract must be supported by the following: a) <u>Notice of Award (NOA), OR Notice to Proceed (NTP), OR Contract, OR Purchase Order (PO)</u> AND b) <u>Any one</u> of the following documents: • Copy of Certificate of Completion or Certificate of Acceptance or Certificate of Satisfactory Performance issued by the bidder's client. OR • Copy of Official Receipt/s or Sales Invoice/s issued by the bidder to the client (ORs/SIs must sum up to the full amount of total contract price of completed project).

FINANCIAL ELIGIBILITY DOCUMENTS									
TAB 6	Completely accomplished computation of Net Financial Contracting Capacity (NFCC) which must be at least equal to the ABC (<i>Template per FORM 5</i>), duly signed by the bidder's authorized representative. 1) The values of the bidder's current assets and current liabilities shall be based on the AFS for CY 2023; 2) The value of the NFCC must at least be equal to the ABC of this project. <u>IN case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements.</u> If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.								
TECHNICAL COMPONENT									
TAB 7	Original Bid Security issued in favor of the Development Bank of the Philippines (must be valid for at least 120 calendar days from the date of bid opening); <u>any one of the following is acceptable:</u> a. Cashier's/manager's check issued by a Universal or Commercial Bank (at least 2% of ABC); b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank (at least 2%of ABC); 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 (at least 5% of ABC) and <u>copy of Certification issued by Insurance Commission that the surety or insurance company is authorized to issue such security.</u> d. Duly <u>notarized</u> Bid Securing Declaration (<i>Template per FORM 6</i>) duly signed by the bidder's authorized representative. <table><tr><th>Approved Budget for the Contract (ABC)</th><th>Cashier's/manager's check, Bank draft/guarantee or irrevocable letter of credit (2% of ABC)</th><th>Surety Bond (5% of ABC)</th><th>Bid Securing Declaration</th></tr><tr><td>998,000.00</td><td>19,960.00</td><td>49,900.00</td><td>No required percentage</td></tr></table> The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.	Approved Budget for the Contract (ABC)	Cashier's/manager's check, Bank draft/guarantee or irrevocable letter of credit (2% of ABC)	Surety Bond (5% of ABC)	Bid Securing Declaration	998,000.00	19,960.00	49,900.00	No required percentage
Approved Budget for the Contract (ABC)	Cashier's/manager's check, Bank draft/guarantee or irrevocable letter of credit (2% of ABC)	Surety Bond (5% of ABC)	Bid Securing Declaration						
998,000.00	19,960.00	49,900.00	No required percentage						
TAB 8	Accomplished Omnibus Sworn Statement (with ten [10] statements) (<i>Template per FORM 7</i>), duly signed by the bidder's authorized representative and notarized.								

TAB 9	Accomplished Data Privacy Consent Form <i>per FORM 8</i> , duly signed by the bidder's authorized representative.
TAB 10	Accomplished/conformed Technical Specifications per <i>FORM 9</i> , duly signed by the bidder's authorized representative. <u>Bidders must state either "Comply" or "Not Comply" on each page of the Technical Specifications AND sign on each page as conformance.</u>
TAB 11	Certificate issued by the manufacturer stating that the vendor is an authorized reseller/distributor/direct partner of the product being offered.

Item	SECOND ENVELOPE: FINANCIAL PROPOSAL (DULY SEALED AND MARKED)
TAB 1	Duly accomplished Financial Proposal Form (<i>Template per FORM 10</i>), duly signed by the bidder's authorized representative. Note: Total bid shall not exceed the ABC of PhP 998,000.00 (inclusive of taxes).
TAB 2	Detailed Financial Proposal/Price Schedule duly signed by the bidder's authorized representative. Bidders shall use either <i>FORM 11-A</i> or <i>FORM 11-B</i> as template. The total detailed bid must not exceed the ABC and must be consistent with the financial bid per TAB 1.

IMPORTANT REMINDERS

- A) Pursuant to Section 19.4 of the Instruction to Bidders, each and every page of the Bid Forms, under Section VI: Bidding Forms hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- B) Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.
- C) Bid documents shall be compiled in a folder/binder with the Annexes properly labeled with tabs/separators.
- D) Bidders shall submit their bids through their duly authorized representative enclosed in separate sealed envelopes, which shall be submitted simultaneously:
- a. The first sealed Envelope (1) shall contain the folder/binder of the Eligibility Requirements and Technical Component of the bid; prepared in three copies labeled as follows:
 - ORIGINAL – Eligibility Requirements and Technical Component
 - COPY1 – Eligibility Requirements and Technical Component
 - COPY2 – Eligibility Requirements and Technical Component
 - b. The next sealed Envelope (2) shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:
 - ORIGINAL – Financial Component
 - COPY1 – Financial Component
 - COPY2 – Financial Component
 - c. Envelopes (1) and (2) shall then be enclosed in a single sealed, signed final/outer envelope/package/box.
 - d. All envelopes (Envelopes (1) to (2) and the final/outer envelope/package/box) shall indicate the following:
 - addressed to the Procuring Entity's BAC
 - name and address of the Bidder in capital letters
 - name of the contract/project to be bid in capital letters
 - bear the specific identification/reference code of this bidding process
 - bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids
- E) Bids submitted after the deadline shall only be marked for recording purposes, shall not be included in the opening of bids, and shall be returned to the bidder unopened.

A. How to create and encrypt a password in an archived file

1. Launch the WinRAR application in your windows by clicking the windows button and type WinRAR at the search button. (Fig. 1.1) If you don't have a WinRAR, download and install the program at www.win-rar.com (Fig. 1.2). For steps on how to download and install the WinRAR program, please refer to this link: <https://www.wikihow.com/Use-WinRAR>

Avoid using the "Get WinRAR FREE with TrialPay" option. This will attempt to install adware on your computer.

Fig. 1.1

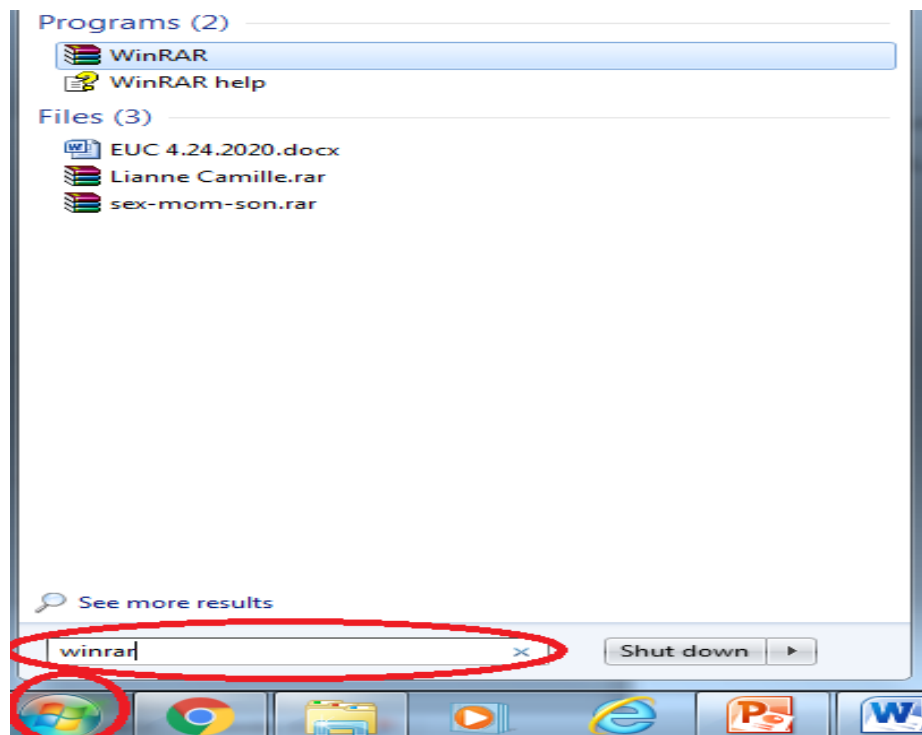
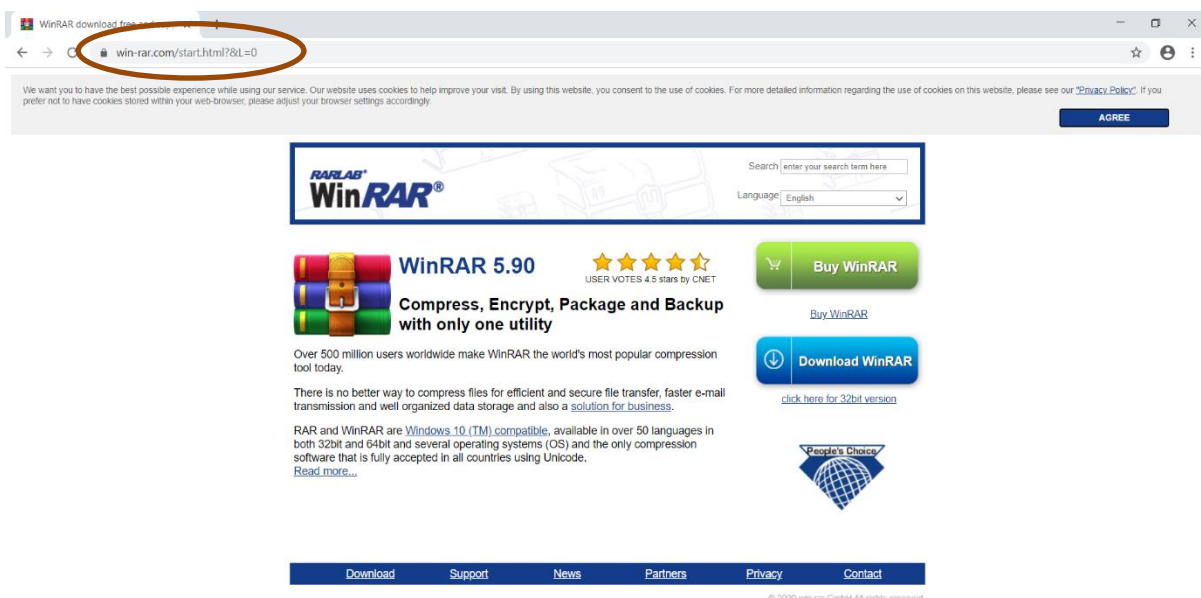
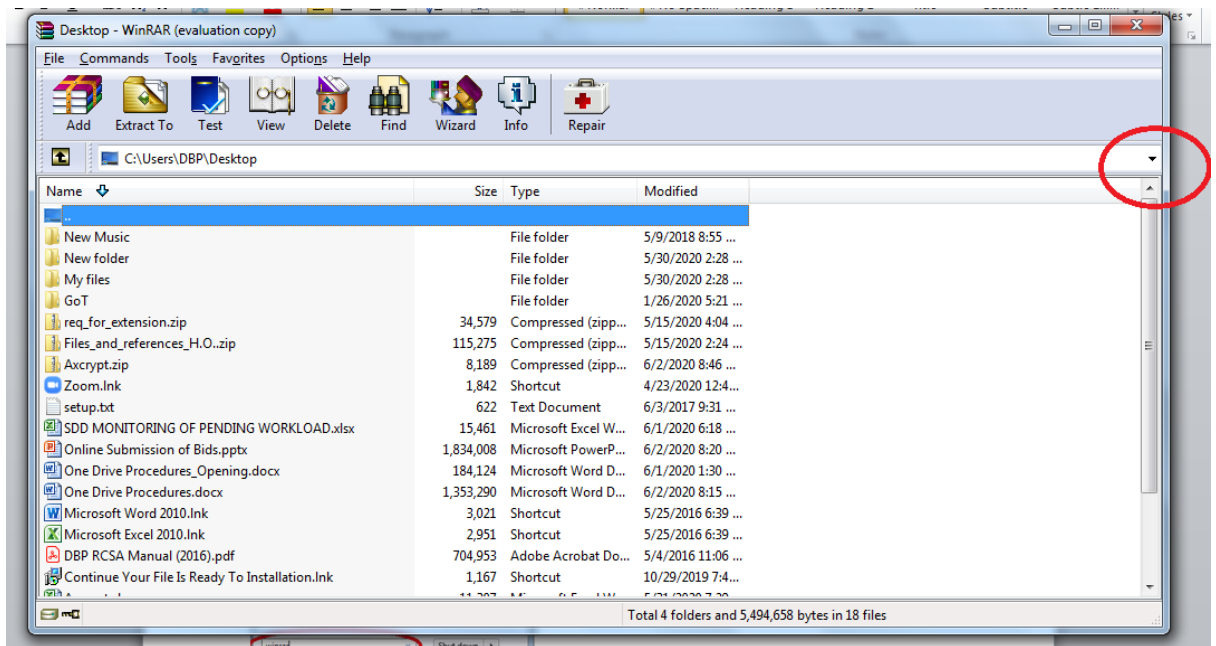


Fig. 1.2



2. Locate the file you want to zip by clicking the drop down menu. (Fig. 1.3)

Fig. 1.3



3. Select all of the files you want to archive in Windows by holding down the "Ctrl" key and left-click each file that you want to add to the archive. Add your files to a new RAR archive. There are a couple of different ways that you can do this:
 - 3.1 Open the WinRAR window and then browse for the files you want to add. Select all the files and then click the "Add" button; (Fig. 1.4) OR
 - 3.2 Select all of the files you want to archive in Windows. Right-click on your selection and choose "Add to archive..." (Fig. 1.5)

Fig. 1.4

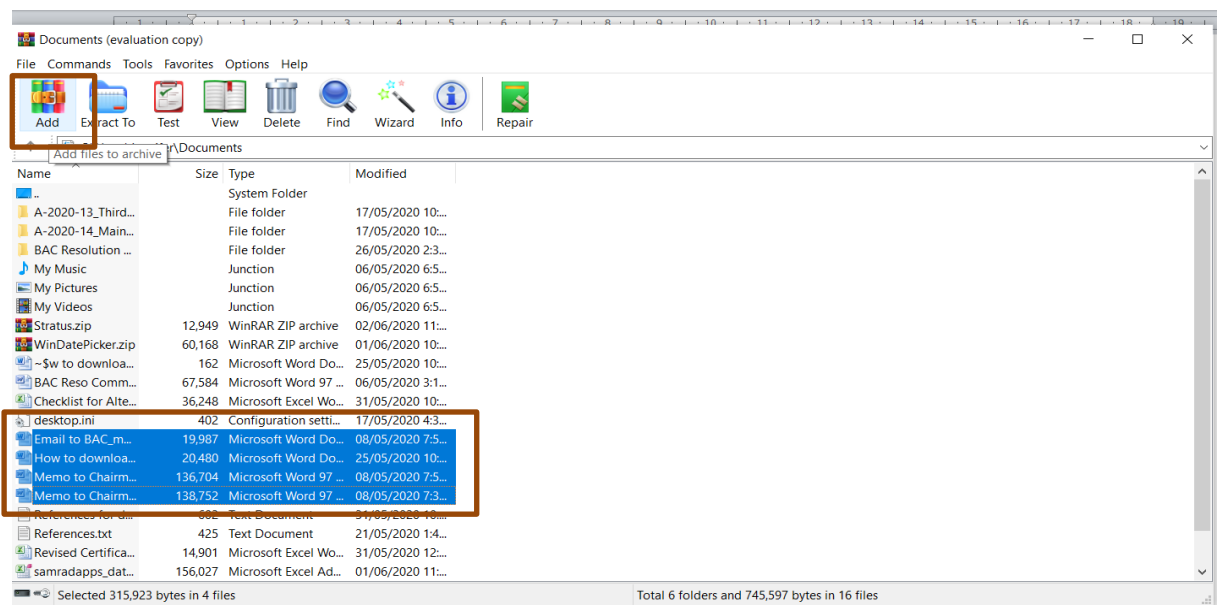
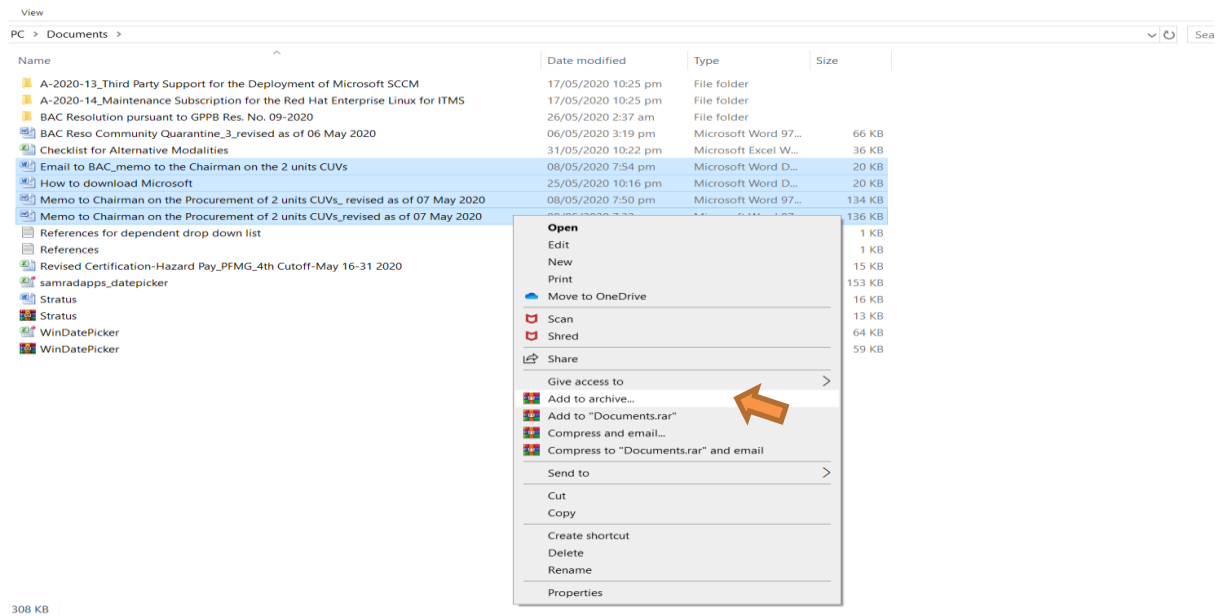
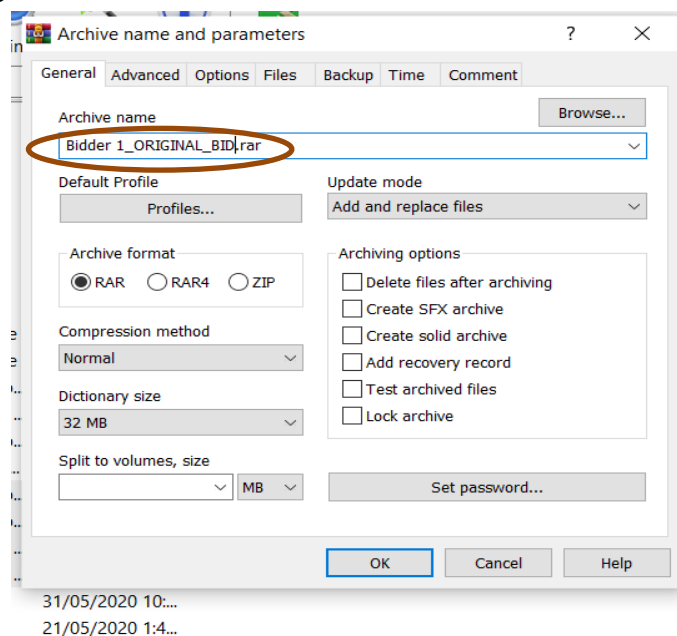


Fig. 1.5



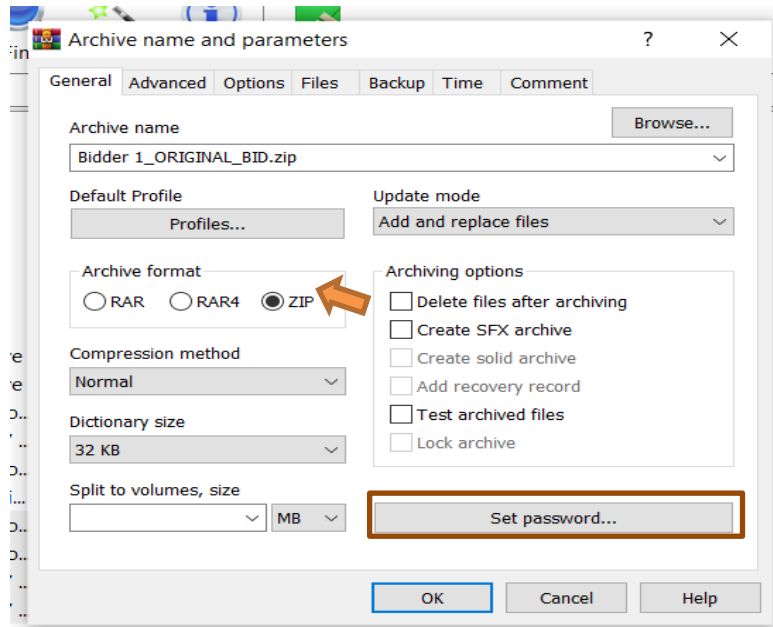
4. Indicate your Archive name (e.g. Bidder 1_ORIGINAL_BID, Bidder 1_COPY NO. 1_BID, Bidder 1_COPY NO. 2_BID) (Fig. 1.6). By default, it will be named after the folder the files were originally in.

Fig. 1.6



5. Select the  ZIP file button in the Archive format and then click the  button. This is located in the General tab of the "Archive name and parameters" window that appears when creating a new archive. (Fig. 1.7)

Fig. 1.7



6. Type/Key in your password. (Fig. 1.8 and 1.9)

Fig. 1.8

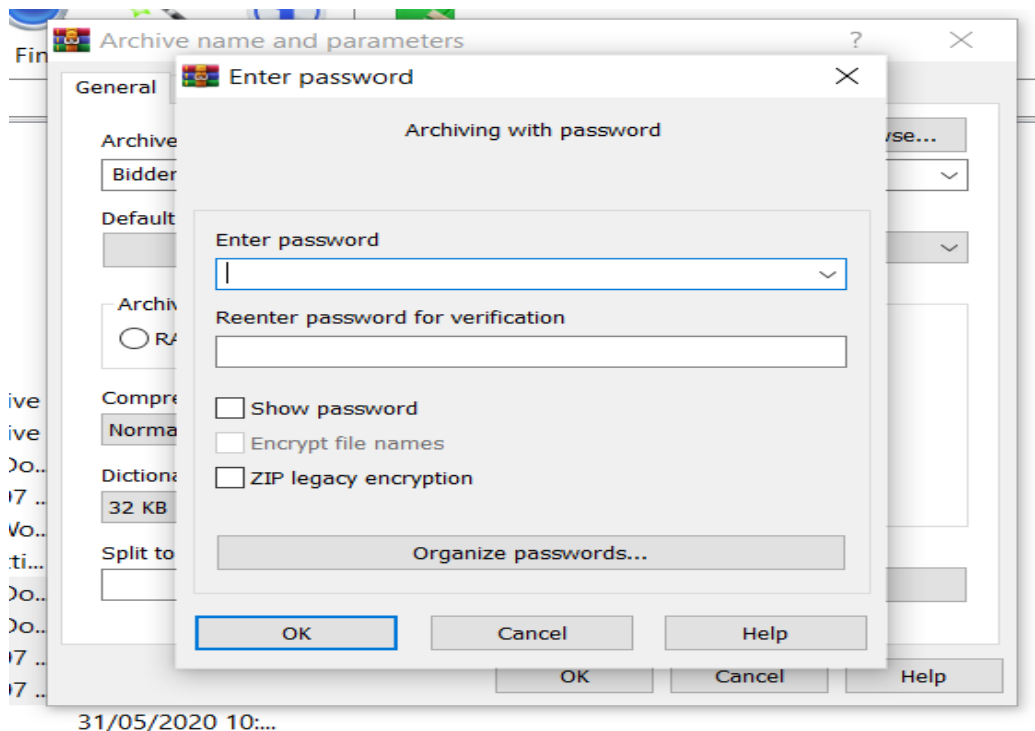
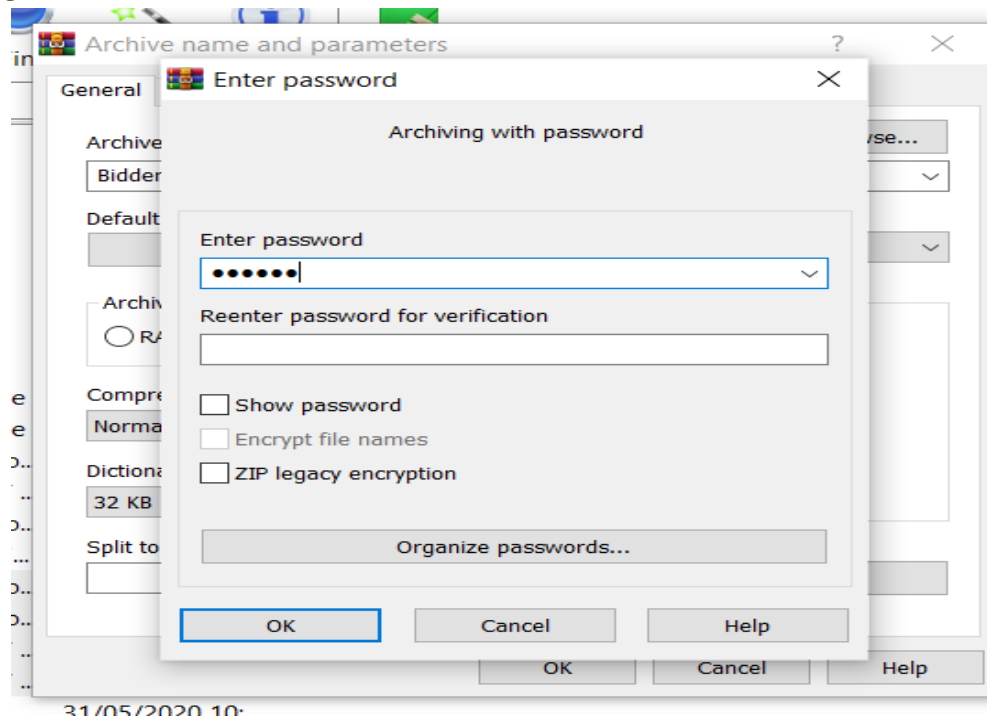
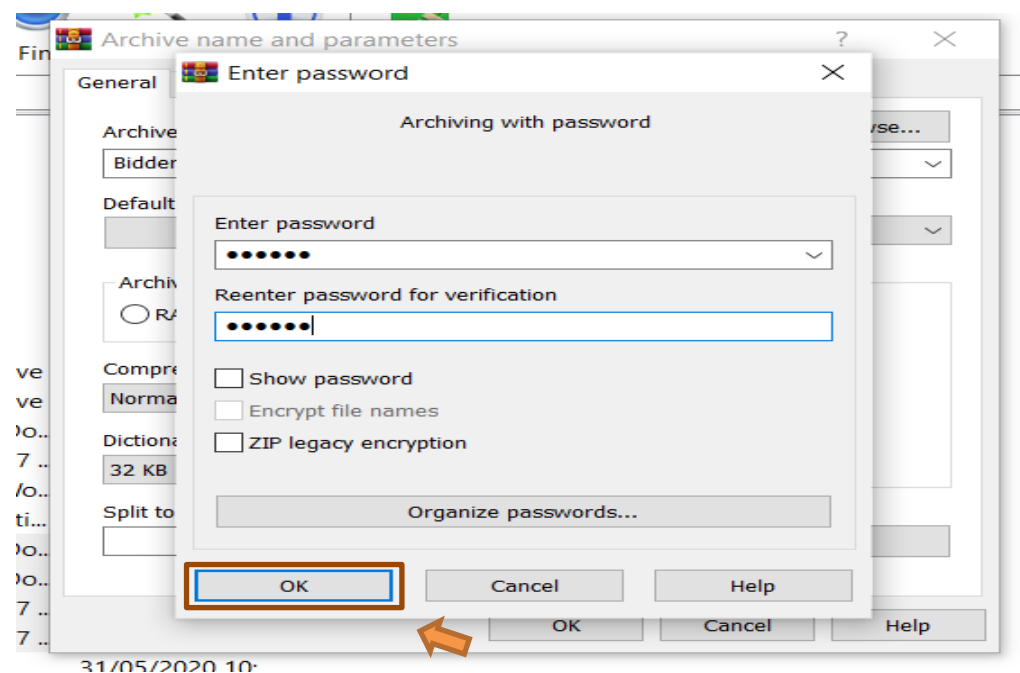


Fig. 1.9



7. Enter it a second time to confirm it. You can check the "Show password" box to see the characters as you type them (Fig. 1.10). After re-entering your password, click button to save your password.

Fig. 1.10



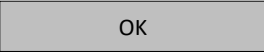
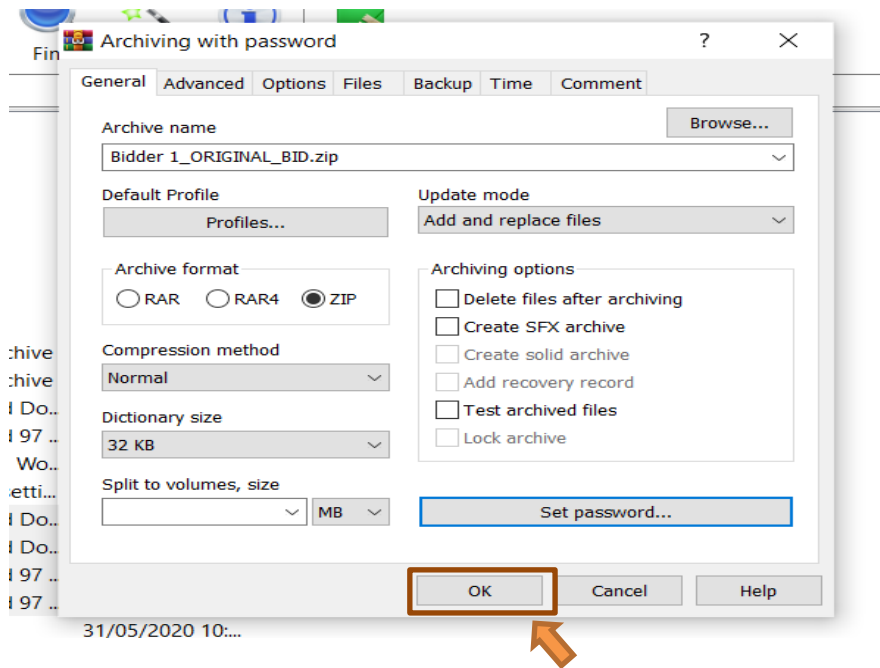
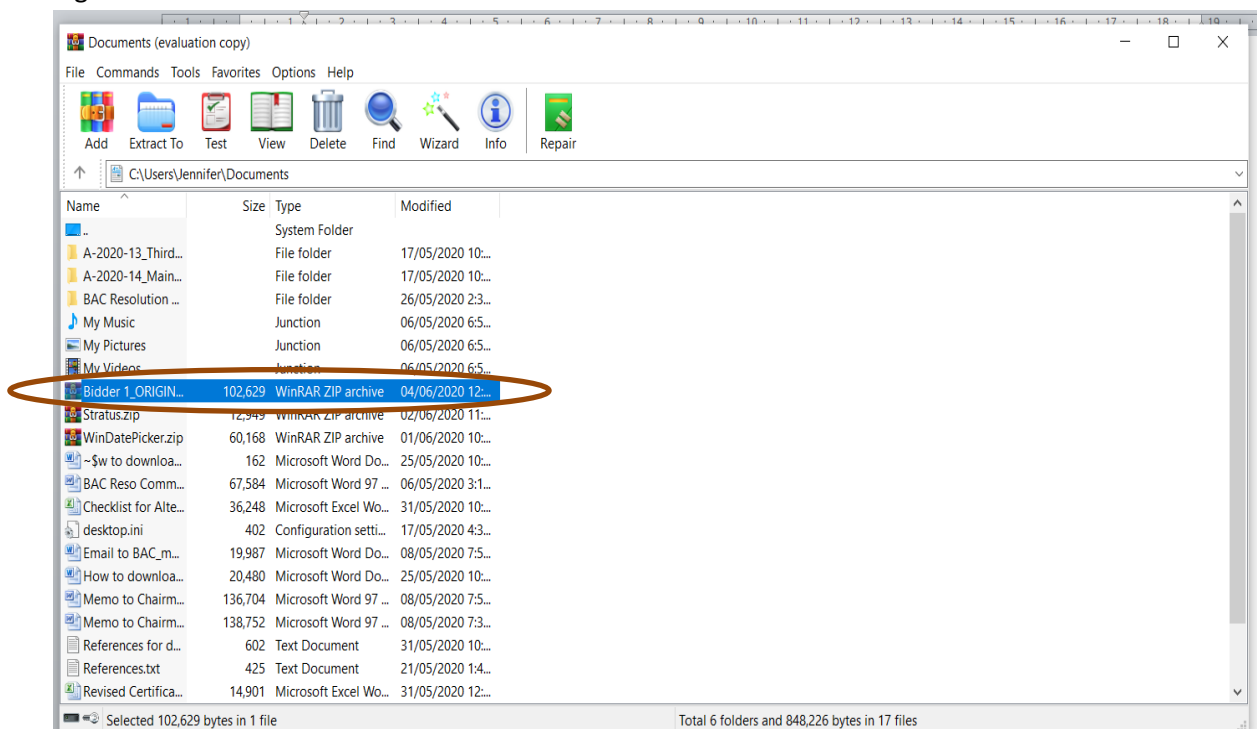
8. After clicking OK in the “Enter password” tab, click  in the “Archive with password” window to create your new .ZIP file. (Fig. 1.11)

Fig. 1.11



9. The program will show that the files you have already selected are already compressed. (Fig. 1.12)

Fig. 1.12



10. Test it out. After the .ZIP file is created, you can double-click it to test it out. When you try to extract it, you will be prompted for the password you created.

B. Procedures/steps for Online or Electronic Bid Submission:

- I. All bidders who choose to submit their bids via our online bid submission facility shall properly notify the BAC Secretariat. The BAC Secretariat shall likewise provide assistance to the bidders on the procedures of online bid submission. Bidders shall be given the link as access to the online bid submission facility being used by the BAC.

1. The bidder shall send an email to the BAC Secretariat signifying its intent to submit their bids via DBP-BAC Online Bid Submission Facility. The bidder shall likewise request for the link of the Shared OneDrive Folder (**Microsoft Office 365 OneDrive**).
2. The BAC Secretariat shall send the link of the Shared OneDrive Folder to the registered email being used by the bidder.

Note: The email address being used by the bidder must be consistent or the same email address to be used by the BAC Secretariat in sending links of the Shared OneDrive Folder except for justifiable reasons (e.g., bidder is encountering technical issues or cannot access the link of the shared folder, etc.).

3. Once the bidder received the link of the Shared OneDrive Folder, he/she must notify the BAC Secretariat via email confirming receipt of the same link of the shared folder.
4. Upon gaining access or upon opening the Shared One Drive Folder, the bidder shall upload their bids, via proper labeling which is as follows:

- a. **(Name of Company/Office/Bidder)_FOLDER 1_ELIGIBILITY REQUIREMENTS AND TECHNICAL COMPONENT_BID**
- b. **(Name of Company/Office/Bidder)_FOLDER 2_FINANCIAL COMPONENT_BID**

- 4.1 The bidder shall submit their bids **on or before the date and time of the Deadline for the Submission and Receipt of Bids as indicated in the Invitation to Bid (IB) par. 8.**

- 4.2 The bidders are advised to take note of the schedule for the said activity at all times as indicated in the IB and the Bidding Documents and must check any Supplemental Bid Bulletins that will be issued/posted by the BAC from time to time which they can access and download for free in the PhilGEPS website and the DBP's website: <https://www.dbp.ph/invitations-to-bid/>

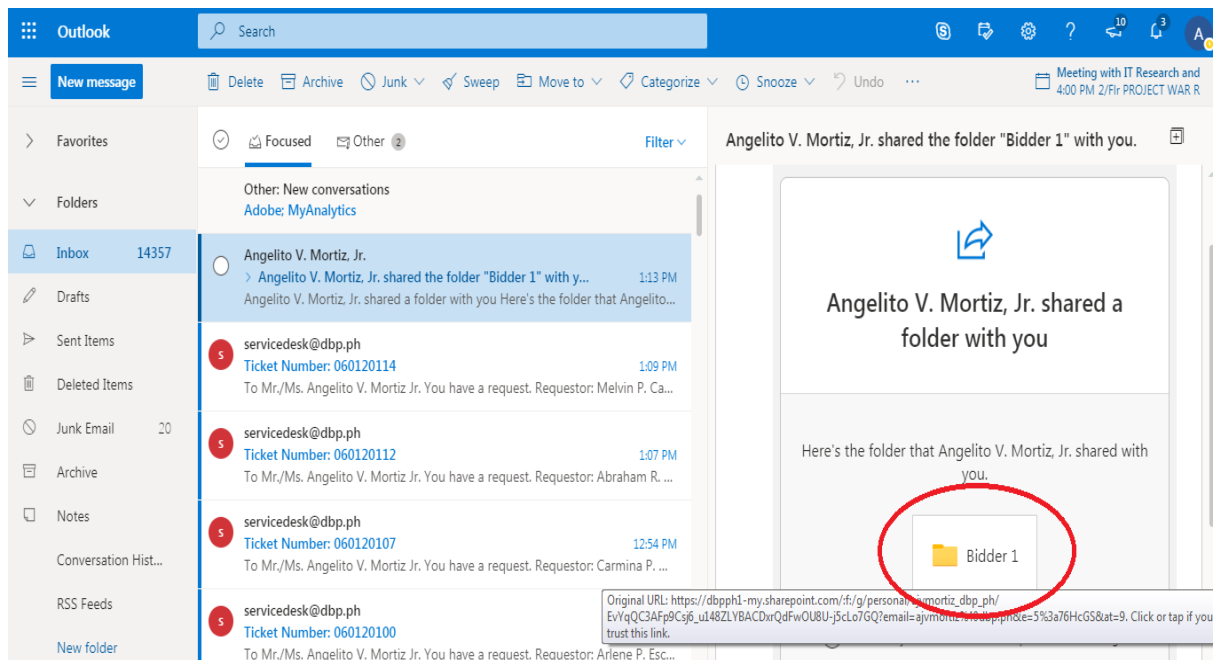
- 4.3. Any revisions on the schedule of Deadline of the Submission and Receipt of Bids and the Opening of Bids shall be issued by the BAC and posted by the BAC Secretariat via a Supplemental Bid Bulletin and shall be used by the bidders as reference in submitting their bids.

5. Once the bidders have uploaded their bids, they shall properly notify the BAC Secretariat via email that their bids were successfully uploaded in the Shared OneDrive Folder.
6. The BAC Secretariat shall immediately notify the bidder or confirm via email that their bids were deemed uploaded and received by the BAC Secretariat and must indicate the exact date and time when the bids are received. The date and time of the receipt of the bid proposals shall be used by the BAC Secretariat during the Opening of Bids.
7. If the bidder desires to modify its bid, it shall likewise notify the BAC Secretariat of its intent to modify their bids.
 - 7.1 A bidder may modify its bid, ***provided: that this is done before the deadline for the submission and receipt of bids.***
 - 7.2 If the bidder modifies its bid, it shall not be allowed to retrieve or delete its original electronically submitted bids but, shall only be allowed to send another bid equally labeled, properly identified, linked to its original electronically submitted bid and marked as a “modification”.
 - 7.3 The BAC Secretariat shall equally notify the bidder on the date and time when the bid modifications were received via email.
 - 7.4. Bid modifications received after the applicable deadline shall not be considered or rejected and shall not be opened during the Opening of Bids.
8. All bids received beyond the Deadline for the Submission and Receipt of Bids shall be automatically rejected.

C. How to Open the Link and Upload the Bid Proposals to the Shared OneDrive Folder

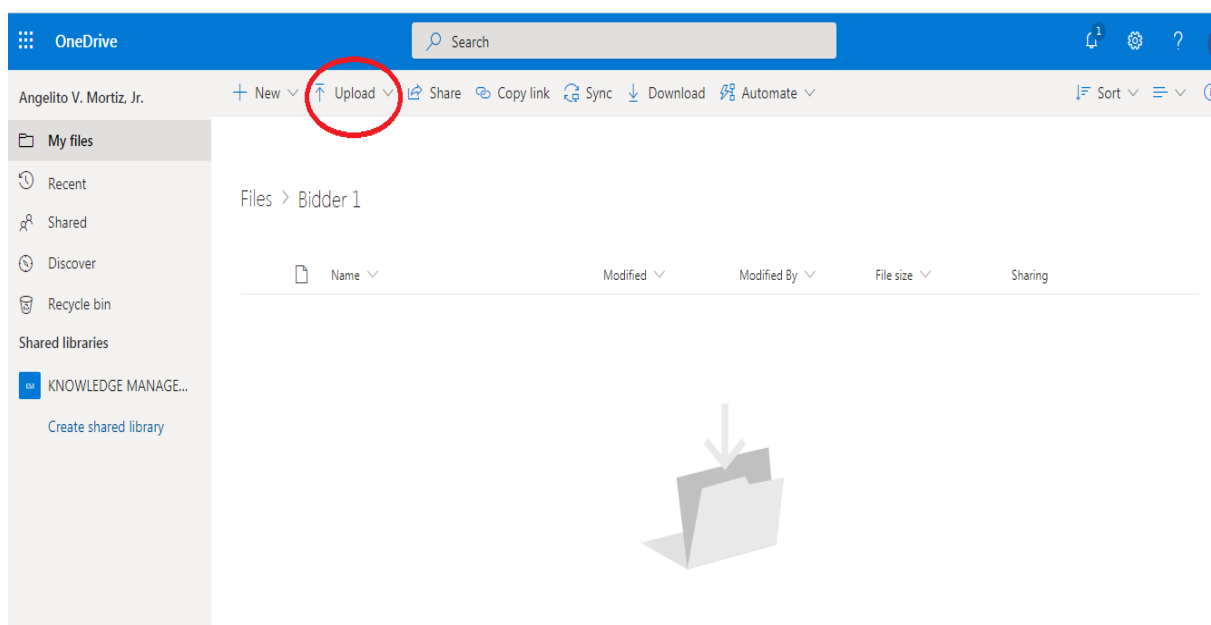
1. Open your email application and look for the email sending you the link for one drive and click the folder.

Fig. 1.1



2. Upon clicking the link, you will be directed to the One Drive folder. You may now upload the documents you wanted to share by clicking the upload button.

Fig. 2.1



Section IX: Bidding Forms

Bidding Forms

<u>Form No.</u>	<u>Particulars</u>	<u>Page No.</u>
<i>1ST ENVELOPE</i>		
	Eligibility Documents	
FORM 1	Protocol/Undertaking of Agreement to Enter into a Joint Venture (JV)	55-59
FORM 1-A	Secretary's Certificate of the Lead Partner of the JV	60-62
FORM 1-B	Secretary's Certificate of the Partner of the JV	63-65
FORM 2-A	Special Power of Attorney	66-67
FORM 2-B	Secretary's Certificate for Corporations, Partnerships and Cooperatives	68-70
FORM 3	Statement of All Ongoing Contracts	71
FORM 4	Statement of Single Largest Completed Contract (SLCC) of Similar Nature	72
FORM 5	Certificate of Net Financial Contracting Capacity (NFCC)	73
	Technical Documents	
FORM 6	Bid Securing Declaration	74-75
FORM 7	Omnibus Sworn Statement	76-78
FORM 8	Data Privacy Consent Form	79-80
FORM 9	DBP Technical Specifications	81-83
<i>2ND ENVELOPE</i>		
	Financial Bid Form	
FORM 10	Financial Bid Form	84-85
FORM 11-A	Detailed Bid Proposal /Price Schedule for Goods Offered Within the Philippines	86
FORM 11-B	Detailed Bid Proposal /Price Schedule for Goods Offered From Abroad	87

FORM 1 (page 1 of 5)

PROTOCOL/UNDERTAKING TO ENTER INTO A JOINT VENTURE

KNOW ALL MEN BY THESE PRESENTS:

This Protocol/Undertaking to Enter into a Joint Venture "Undertaking" is made and executed by:

(Name of the Bidder/Potential JV Partner), a
sole proprietorship/partnership/corporation (Choose one, delete the others)
duly organized and existing under Philippine laws, with principal office address
at _____ (Address), represented by its

(Position of the Representative as indicated in the
Secretary's Certificate), _____ (Name of the Authorized
Representative as indicated in the Secretary's Certificate)

- and -

(Name of the Bidder/Potential JV Partner), a
sole proprietorship/partnership/corporation (Choose one, delete the others)
duly organized and existing under Philippine laws, with principal office address
at _____ (Address), represented by its

(Position of the Representative as indicated in the
Secretary's Certificate), _____ (Name of the Authorized
Representative as indicated in the Secretary's Certificate)

herein referred to collectively as the **"BIDDERS"**

- in favor of -

The **DEVELOPMENT BANK OF THE PHILIPPINES**, a financial institution created and operating pursuant to the provisions of Executive Order No. 81 dated December 3, 1986, otherwise known as the 1986 Revised Charter of the Development Bank of the Philippines, as amended by Republic Act No. 8523 dated February 14, 1998, with principal office at DBP Building, Sen. Gil J. Puyat Avenue, Makati City, Philippines, and herein referred to as **"DBP"** or the **"PROCURING ENTITY"**.

FORM 1 (page 2 of 5)

WITNESSETH:

WHEREAS, the **BIDDERS** desire to form and participate as a JOINT VENTURE ("JV") in the public bidding that will be conducted by the Development Bank of the Philippines pursuant to RA 9184 and its Revised IRR, with the following particulars:

Bid Reference No.:	
Name/Title of Procurement Project:	
Approved Budget for the Contract:	

WHEREAS, as of the date of submission of the bid for the above-mentioned procurement project of **DBP**, the **BIDDERS** have not executed or entered into a Joint Venture Agreement;

WHEREAS, pursuant to Sections 23.1(b) for Goods and 24.1(b) for Consulting Services of the 2016 Revised IRR of RA 9184, bidders that desire to participate in the bidding project as a Joint Venture, are required to submit a Joint Venture Agreement ("JVA") and in the absence thereof, a Notarized Statement from all the potential JV partners stating therein that they will enter into and abide by the provisions of the JVA in the event that the bid is successful and failure to enter into a joint venture within ten (10) calendar days after receipt of the Notice of Award shall be a ground for the forfeiture of the bid security;

NOW, THEREFORE, for and in consideration of the foregoing premises, the **BIDDERS**, hereby undertake in favor of the **PROCURING ENTITY**, as follows:

1. The **BIDDERS** shall enter into a JOINT VENTURE and sign and execute a Joint Venture Agreement and abide by its provisions in the event that the bid is successful in the above-mentioned procurement project of **DBP**.

2. The **BIDDERS** shall furnish **DBP**, through its Bids and Awards Committee (BAC) Secretariat, a duly signed and notarized copy of the JVA within ten (10) calendar days from receipt of the Notice from the DBP-BAC that the **BIDDERS** were declared as the Lowest Calculated and Responsive Bidder (LCRB) or Highest Rated and Responsive Bidder (HRRB), as the case may be.

3. For the purpose of executing and performing all acts necessary in order to participate in this bidding project, the following shall be the authorized representative of the **BIDDERS** or the JV to be formed as supported by the **BIDDER'S** respective Secretary's Certificate:²

² NAMES and ACTING AUTHORITY SHOULD CORRESPOND TO THAT STATED IN THE SUPPORTING SECRETARY'S CERTIFICATE FOR BOTH CORPORATIONS. EACH PARTNER'S SECRETARY'S CERTIFICATE MUST STATE THE AUTHORIZED REPRESENTATIVE TO SIGN THE PROTOCOL TO FORM A JOINT VENTURE

FORM 1 (page 3 of 5)

Name	Company and Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

acting in this manner³:

1. ☐ Any one (1) of the above signatories
2. ☐ All of the above signatories
3. ☐ Any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. any 2 jointly signing out of 3)

4. The **BIDDERS** shall indicate in the Joint Venture Agreement the following provisions, among others:

- a. The JV Partners agree to be bound **jointly and severally** under the Joint Venture Agreement in relation to this bid project and the contract to be entered into with DBP;
- b. The shareholdings and contribution of each JV Partner to the Joint Venture (with percentages [%]);
- c. The Lead Partner Company of the JV is _____ and the authorized representative of the JV from Lead Partner Company bidding is _____;
- d. The Lead Company/JV Partner which shall be authorized to represent the JV in connection with this bid project specifying therein that the said lead company and the designated representative is duly authorized:
 - i) to execute the contract to be entered into by and between the JV and DBP **as indicated in Item No. 3 above**; and
 - ii) to issue the billing, sales invoice and receive any and all payments from DBP on behalf of the JV as well as the issuance of the corresponding official receipt.
- e. The manner of management.

5. The **BIDDERS** further undertake that they shall comply with the 2016 IRR of RA 9184 or the Government Procurement Reform Act, and all other prevailing/applicable laws, as well as the policies of **DBP**.

6. The **BIDDERS** hereby acknowledge that pursuant to relevant provisions of the 2016 Revised IRR of RA 9184, failure on the part of the **BIDDERS** to enter into the Joint Venture, execute/sign a Joint Venture Agreement, and furnish DBP a notarized copy thereof within the period specified above after a Notice of Award was duly issued by **DBP**, for any reason, shall be a ground for non-issuance of the Notice to Proceed, forfeiture of the bid security and such other administrative and/or civil liabilities imposed under RA 9184 and its Revised IRR, GPPB Resolutions and Issuances, without liability on the part of **DBP**.

³ Failure to indicate the manner of authority or to indicate the number in the third option shall mean that **ALL** authorized signatories **must sign** the bid documents.

FORM 1 (page 4 of 5)

7. The **BIDDERS** further acknowledge that in relation to this bidding project and Undertaking, notice to one of the **BIDDERS**/Potential JV Partners is deemed notice to all **BIDDERS**.

IN WITNESS WHEREOF, the **BIDDERS** have caused these presents to be signed at _____ (Place of Signing), Philippines this _____ (Date of Signing).

BIDDERS:

(Name of JV Partner No. 1)
By:

(Name of JV Partner No. 2)
By:

(Name of the Authorized Signatory of
JV Partner No. 1)
(Position)

(Name of the Authorized Signatory of
JV Partner No. 2)
(Position)

Per Secretary's Certificate dated _____

Per Secretary's Certificate dated _____

FORM 1 (page 5 of 5)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) SS.

BEFORE ME, this ____ day of _____ personally appeared:

Name	Competent Evidence of Identity	Place/Date Issued

known to me and to me known to be the same person/s who executed the foregoing instrument and who acknowledged to me that the same is his/her free and voluntary act and deed. This instrument, which consists of _____() pages, refers to a Protocol/Undertaking to Enter into a Joint Venture and signed by the Bidders and their instrumental witnesses on each and every page thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

FORM 1-A (page 1 of 3)

For the Lead Partner of JV (Corporation)

REPUBLIC OF THE PHILIPPINES)
) SS.

SECRETARY'S CERTIFICATE

I, _____ (Name of the Corporate Secretary), the Corporate Secretary of the _____ (Name of the Corporation), a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at _____ (Address of the Corporation) (the "Corporation"), after having been duly sworn according to law, do hereby certify that at the meeting of the Board of Directors of the said Corporation duly convened and held on _____ (Date of the meeting) at _____ (Place of the meeting) at which a quorum was present and acted throughout, the following resolutions were unanimously approved and adopted through **Board Resolution No. ____** (Indicate Board Resolution No.), **Series of 20__**:

"RESOLVED, that the Corporation is hereby authorized to enter into a Joint Venter Agreement to participate in the bidding of _____ (Name of the Project and Project ID No.) of the Development Bank of the Philippines ("DBP" or the "Procuring Entity") as a Joint Venture ("JV") with _____ (Name of the Joint Venture Partner), hereinafter referred to as the **"JV"** pursuant to the terms and conditions of the Joint Venture Agreement ("JVA");

RESOLVED ALSO, that in connection with the said bidding, the following is/are hereby appointed and designated as the duly authorized representative/s of the **JV**, **to sign the Protocol/ Undertaking to Enter into A Joint Venture, the Joint Venture Agreement if Awarded the Contract, and the Lead Partner of the said JV**, granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent the **JV** to participate in the bidding of the above-mentioned project which includes to sign for and in behalf of the **JV** all bid documents, submit the bid, and to sign contracts, agreements, instruments, statements, reports, and other documents pertaining to the bidding including the ensuing contract with DBP and all other documents, as may be required:

LEAD PARTNER: _____ (NAME OF CORPORATION)

Name ⁴	Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

⁴Both Corporations should designate the same representative/s to sign the bidding documents and the contract, if awarded the project subject of the bidding. The name must be consistent with the authorized representative as indicated in the Joint Venture Agreement.

FORM 1-A (page 2 of 3)

acting in this manner⁵:

1. ☐ Any one (1) of the above signatories
2. ☐ All of the above signatories
3. ☐ Any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. any 2 jointly signing out of 3)

RESOLVED FURTHER that, the

_____ (Name of the Corporation):

- (1) Submits itself to the jurisdiction of the Philippine government and waives its right to question the jurisdiction of the Philippine courts; and
- (2) Shall neither seek nor obtain writs of injunction or prohibition or restraining order against the DBP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

RESOLVED FINALLY that, the foregoing authorities shall remain in full force and effect and binding on the Corporation until notice in writing is received by DBP, revoking, amending, or otherwise modifying the same."

The undersigned also certifies that _____ (Name of the Corporation's Signatory to the JVA) has been previously and duly authorized by the Board of the Directors thru Board Resolution No. ____, Series of ____ (Indicate the Board Resolution authorizing the Representative of the Corporation as Signatory to the JVA) to sign the JVA for and in behalf of the Corporation.

The undersigned further certifies that the foregoing resolutions have not been revoked, amended, or otherwise modified, and remain valid and subsisting.

The foregoing excerpts of the minutes of the Board meeting are true and correct and in accordance with the corporate records under my custody and are consistent with the Articles of Incorporation and By-laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this ____ day of _____, 20 at _____.

Corporate Secretary

⁵ Failure to indicate the manner of authority or to indicate the number in the third option shall mean that **ALL** authorized signatories **must sign** the bid documents.

FORM 1-A (page 3 of 3)

SUBSCRIBED AND SWORN to before me, this day of , 20 at , affiant exhibiting to me his/her Competent Evidence of Identity issued on _____ at _____.

NOTARY PUBLIC

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

FORM 1-B (page 1 of 3)

For the Partner of JV (Corporation)

REPUBLIC OF THE PHILIPPINES)
) SS.

SECRETARY'S CERTIFICATE

I, _____ (Name of the Corporate Secretary), the Corporate Secretary of the _____ (Name of the Corporation), a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at _____ (Address of the Corporation) (the "Corporation"), after having been duly sworn according to law, do hereby certify that at the meeting of the Board of Directors of the said Corporation duly convened and held on _____ (Date of the meeting) at _____ (Place of the meeting) at which a quorum was present and acted throughout, the following resolutions were unanimously approved and adopted through **Board Resolution No. ____** (Indicate Board Resolution No.), **Series of 20__**:

"RESOLVED, that the Corporation is hereby authorized to enter into a Joint Venter Agreement to participate in the bidding of _____ (Name of the Project and Project ID No.) of the Development Bank of the Philippines ("DBP" or the "Procuring Entity") as a Joint Venture ("JV") with _____ (Name of the Joint Venture Partner), hereinafter referred to as the **"JV"** pursuant to the terms and conditions of the Joint Venture Agreement ("JVA");

RESOLVED ALSO, that in connection with the said bidding, the following is/are hereby appointed and designated as the duly authorized representative/s of the **JV**, **to sign the Protocol/ Undertaking to Enter into A Joint Venture, the Joint Venture Agreement if Awarded the Contract, and a Lead Partner of the said JV**, granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent the **JV** to participate in the bidding of the above-mentioned project which includes to sign for and in behalf of the **JV** all bid documents, submit the bid, and to sign contracts, agreements, instruments, statements, reports, and other documents pertaining to the bidding including the ensuing contract with DBP and all other documents, as may be required:

PARTNER: _____ (NAME OF CORPORATION)

Name ⁶	Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

⁶Both Corporations should designate the same representative/s to sign the bidding documents and the contract, if awarded the project subject of the bidding. The name must be consistent with the authorized representative as indicated in the Joint Venture Agreement.

FORM 1-B (page 2 of 3)

acting in this manner⁷:

4. ☐ Any one (1) of the above signatories
5. ☐ All of the above signatories
6. ☐ Any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. any 2 jointly signing out of 3)

RESOLVED FURTHER that, the

(Name of the Corporation):

- (3) Submits itself to the jurisdiction of the Philippine government and waives its right to question the jurisdiction of the Philippine courts; and
- (4) Shall neither seek nor obtain writs of injunction or prohibition or restraining order against the DBP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

RESOLVED FINALLY that, the foregoing authorities shall remain in full force and effect and binding on the Corporation until notice in writing is received by DBP, revoking, amending, or otherwise modifying the same.”

The undersigned also certifies that _____ (Name of the Corporation's Signatory to the JVA) has been previously and duly authorized by the Board of the Directors thru Board Resolution No. ____, Series of ____ (Indicate the Board Resolution authorizing the Representative of the Corporation as Signatory to the JVA) to sign the JVA for and in behalf of the Corporation.

The undersigned further certifies that the foregoing resolutions have not been revoked, amended, or otherwise modified, and remain valid and subsisting.

The foregoing excerpts of the minutes of the Board meeting are true and correct and in accordance with the corporate records under my custody and are consistent with the Articles of Incorporation and By-laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this ____ day of _____, 20__ at _____.

Corporate Secretary

⁷ Failure to indicate the manner of authority or to indicate the number in the third option shall mean that **ALL** authorized signatories **must sign** the bid documents.

FORM 1-B (page 3 of 3)

SUBSCRIBED AND SWORN to before me, this day of , 20 at , affiant exhibiting to me his/her Competent Evidence of Identity issued on _____ at _____.

NOTARY PUBLIC

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

FORM 2-A (page 1 of 2)

(For Sole Proprietorships)

(use Bidder's Official Letterhead)

SPECIAL POWER OF ATTORNEY

I, _____, Filipino, of legal age, doing business under the trade name and style of "_____", duly organized and existing under Philippine laws, with principal office address at _____ hereby name, constitute, and appoint _____ (Name of Attorney-in-Fact) as my authorized representative and attorney-in-fact to do, execute, and perform any and all acts necessary to participate, submit bids, sign and execute documents and instruments, including the Bid Securing Declaration and/or to represent me in any and all bidding proceedings conducted by the Development Bank of the Philippines for the Bid Project _____ (Indicate Bid Project Title and No.):

I hereby grant, unto my said attorney-in-fact, full power and authority, to do, execute and perform all acts necessary or proper to render effective the power above-stated, as fully and effectively as I might or could lawfully do if personally present, and hereby ratifying and confirming all that my said attorney-in-fact shall do with full power of substitution and hereby further confirms all that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this ____ day of _____, 20__ at _____.

Affiant/Principal

Attorney-in-Fact

Signed in the Presence of:

Witness

Witness

FORM 2-A (page 2 of 2)

(NOTE: PLS. USE THIS FORM **ONLY** IF THE REGISTERED PROPRIETOR OPTS TO AUTHORIZE ANOTHER PERSON TO REPRESENT HER/HIM TO DO, EXECUTE, AND PERFORM ANY AND ALL ACTS NECESSARY IN ORDER TO PARTICIPATE, SUBMIT BIDS, SIGN AND EXECUTE DOCUMENTS PERTAINING TO THE BID PROJECT.)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) SS.

BEFORE ME, a Notary Public for and in the (Province/City/Municipality) of _____, personally appeared _____ with Identification No. _____ issued on _____ at _____, known to me and to me known to be the same person who executed the foregoing instrument which he/she acknowledged to me to be his/her free and voluntary act and deed, consisting of only _____ (____) page/s, including this page in which this Acknowledgement is written, duly signed by him/her and his/her instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

NOTARY PUBLIC

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

FORM 2-B (page 1 of 3)

(For Corporations, Partnerships, or Cooperatives)

(use Bidder's Official Letterhead)

REPUBLIC OF THE PHILIPPINES)
) S.S.

SECRETARY'S CERTIFICATE

I, _____ (Name of the Corporate Secretary), the Corporate Secretary of the _____ (Name of the Corporation), a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at _____ (Address of the Corporation) (the "Corporation"), after having been duly sworn according to law, does hereby certify that at the meeting of the Board of Directors of the said Corporation duly convened and held on _____ (Date of the meeting) at _____ (Place of the meeting) at which a quorum was present and acted throughout, the following resolutions were unanimously approved and adopted through Board Resolution No. ____ (Indicate Board Resolution No.), Series of 20__:

"RESOLVED, that the Corporation is hereby authorized to participate in the bidding of _____ (Name of the Project and Project ID No.) of the Development Bank of the Philippines ("DBP" or the "Procuring Entity") and if awarded the project shall enter into contract with DBP;

RESOLVED, that in connection with the said bidding, the following is/are hereby appointed and designated as the duly authorized representative/s of the **Corporation**, granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent the **Corporation** to participate in the bidding of the above-mentioned project which includes **to sign for and in behalf of the Corporation all bid documents, submit the bid**, and to sign contracts, agreements, instruments, statements, reports, and other documents pertaining to the bidding **including the ensuing contract with DBP** and all other documents, as may be required:

Name	Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM 2-B (page 2 of 3)

acting in this manner⁸:

1. ☐ Any one (1) of the above signatories
2. ☐ All of the above signatories
3. ☐ Any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. any 2 jointly signing out of 3)

RESOLVED FURTHER THAT, the _____
(Name of the Corporation):

- (1) Submits itself to the jurisdiction of the Philippine government and waives its right to question the jurisdiction of the Philippine courts; and
- (2) Shall neither seek nor obtain writs of injunction or prohibition or restraining order against the DBP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

RESOLVED FINALLY, that the foregoing authorities shall remain in full force and effect and binding on the Corporation until notice in writing is received by DBP, revoking, amending, or otherwise modifying the same."

The undersigned further certifies that the foregoing resolutions have not been revoked, amended, or otherwise modified, and remain valid and subsisting.

The foregoing excerpts of the minutes of the Board meeting are true and correct and in accordance with the corporate records under my custody and are consistent with the Articles of Incorporation and By-laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this _____
day of _____, 20__ at _____.

Corporate Secretary

⁸ Failure to indicate the manner of authority or to indicate the number in the third option shall mean that **ALL** authorized signatories **must sign** the bid documents.

FORM 2-B (page 3 of 3)

SUBSCRIBED AND SWORN to before me, this day of , 20 at , affiant exhibiting to me his/her Competent Evidence of Identity issued on _____ at _____.

NOTARY PUBLIC

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

FORM 3

(use Bidder's Official Letterhead)

PROCUREMENT OF ARCSERVE HIGH AVAILABILITY (RHA)
FOR ITMS, IRS, MDS AND ARCSERVE APPLIANCE
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES - 2ND REBID
Bid Reference No. G-2024-47

**STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED (if any)
(whether similar or not similar in nature)**

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	a) Client's Name b) Address c) Contact Person d) Contact Details (Telephone No. and Email Address)	Nature of Work	Bidder's Role		a) Date Awarded b) Date Started c) Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
Government Contracts								
1)								
2)								
3)								
Private Contracts								
1)								
2)								
3)								

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

FORM 4

(use Bidder's Official Letterhead)

**PROCUREMENT OF ARCSERVE HIGH AVAILABILITY (RHA)
FOR ITMS, IRS, MDS AND ARCSERVE APPLIANCE
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES - 2ND REBID
Bid Reference No. G-2024-47**

STATEMENT OF SINGLE LARGEST CONTRACT (GOVERNMENT OR PRIVATE), OF SIMILAR NATURE COMPLETED WITHIN THE LAST FIVE (5) YEARS EQUIVALENT TO AT LEAST FIFTY PERCENT (50%) OF THE ABC

Business Name : _____
Business Address : _____

Name of Contract	a) Client's Name b) Address c) Telephone No.	Nature of Work	Bidder's Role		a) Amount Awarded at b) Amount Completion at c) Duration	a) Date Awarded b) Contract Effectivity c) Date Completed
			Description	%		

IMPORTANT: Please attach the following supporting documents related to each listed completed similar contract:

The identified single largest completed contracts must be supported by the following:

- 1) Notice of Award (NOA), **OR** Notice to Proceed (NTP), **OR** Contract/Purchase Order (PO)

AND

- 2) **Any one** of the following documents:

- 2.1) Copy of Certificate of Completion or Certificate of Acceptance or Certificate of Satisfactory Performance issued by the bidder's client;
- 2.2) Copy of Official Receipt/s or Sales Invoice/s issued by the bidder to the client (ORs/ SIs must sum up to the full amount of total contract price of completed project).

Submitted by : _____
(Printed Name & Signature)
Designation : _____
Date : _____

Note: Similar contract shall refer to supply/delivery/installation of Arcserve product.

FORM 5

(use Bidder's Official Letterhead)

**PROCUREMENT OF ARCSERVE HIGH AVAILABILITY (RHA)
FOR ITMS, IRS, MDS AND ARCSERVE APPLIANCE
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES - 2ND REBID
Bid Reference No. G-2024-47**

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY

The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC of the project to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) **(15)**] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

The value of the bidder's current assets and current liabilities shall be based on the Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

Current Assets (Year 20__)	
Minus: Current Liabilities (Year 20__)	
<i>Sub-Total</i>	
Multiplied by 15	
<i>Sub-Total</i>	
Minus: Value of Outstanding Contracts (per FORM 3)	
TOTAL	

Submitted by:

Name of Company

Name of Bidder's Authorized Representative

Date

Note: In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the latest EFPS Filed Audited Financial Statements

FORM 6 (page 1 of 2)

**PROCUREMENT OF ARCSERVE HIGH AVAILABILITY (RHA)
FOR ITMS, IRS, MDS AND ARCSERVE APPLIANCE
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES - 2ND REBID
Bid Reference No. G-2024-47**

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]*.

FORM 6 (page 2 of 2)

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____, *[date issued]*, *[place issued]*
IBP No. _____, *[date issued]*, *[place issued]*

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

FORM 7 (page 1 of 3)

**PROCUREMENT OF ARCSERVE HIGH AVAILABILITY (RHA)
FOR ITMS, IRS, MDS AND ARCSERVE APPLIANCE
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES - 2ND REBID
Bid Reference No. G-2024-47**

OMNIBUS SWORN STATEMENT

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

FORM 7 (page 2 of 3)

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.

FORM 7 (page 3 of 3)

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*

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____, *[date issued]*, *[place issued]*
IBP No. _____, *[date issued]*, *[place issued]*

Doc. No. _____
Page No. _____
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FORM 8 (page 1 of 2)

PROCUREMENT OF ARCSERVE HIGH AVAILABILITY (RHA) FOR ITMS, IRS, MDS AND ARCSERVE APPLIANCE FOR THE DEVELOPMENT BANK OF THE PHILIPPINES - 2ND REBID Bid Reference No. G-2024-47



DEVELOPMENT BANK OF THE PHILIPPINES

DATA PRIVACY CONSENT FORM
Universal

By signing this consent form, I/we (as "Data Subject") grant my/our free, voluntary and unconditional consent to the collection and processing of all Personal Data (as defined below), and account or transaction information or records (collectively, the "Information") relating to me/us disclosed/transmitted by me/us in person or by my/our authorized agent/representative/s to the information database system of the Development Bank of the Philippines (DBP) and/or any of its authorized agent/s or representative/s as Information controller, by whatever means in accordance with Republic Act (R.A.) 10173, otherwise known as the "Data Privacy Act of 2012" of the Republic of the Philippines, including its Implementing Rules and Regulations (IRR) as well as all other guidelines and issuances by the National Privacy Commission (NPC).

I/we understand that my/our "Personal Data" means any information, whether recorded in a material form or not, (a) from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual, (b) about an individual's race, ethnic origin, marital status, age, color, gender, health, education and religious and/or political affiliations, (c) referring to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings, and (d) issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers and licenses.

I/we understand, further, that DBP shall keep the Personal Data and Information and the business and/or transaction/s that I/we do with DBP (the "Business") in strict confidence, and that the collection and processing of all Personal Data and/or Information by DBP may be used only for any of the following purposes (collectively, the "Purposes"):

- a. to make decisions relating to the establishment, maintenance or termination of accounts and the establishment, provision or continuation of banking/credit facilities or financial products and/or services including, but not limited to, investment, trust, insurance, loan, mortgage and/or other secured transactions, financial and wealth management products and services, ATM, credit, debit, charge, prepaid or any type of card, and otherwise maintaining accurate "Know Your Customer (KYC)" information and conducting anti-money laundering and sanctions, credit and background checks;
- b. to provide, operate, process and administer DBP accounts and services or to process applications for DBP accounts, products and/or services, including banking/financial transactions such as remittance transactions and credit/financial facilities, subscription or proposed subscription of products or services (whether offered or issued by DBP or otherwise), and to maintain service quality and train staff;
- c. to undertake activities related to the provision of the DBP accounts and services, including, but not limited to, transaction authorization, statement printing and distribution, customer service and conduct of surveys, the provision of research reports, offering documents, product profiles, customer profiling, term sheets or other product related materials, administration of rewards and loyalty programs;

d. to provide product related services and support, including, without limitation, provision of processing or administrative support or acting as an intermediary / nominee shareholder / agent / broker / market participant / counterparty in connection with participation in various products (whether such products are offered or issued by DBP, DBP's affiliates, third parties or through other intermediaries, providers or distributors);

e. to fulfill domestic and foreign legal, regulatory, governmental, tax, law enforcement and compliance requirements (including Philippine and/or foreign anti-money laundering, sanctions and tax obligations applicable to DBP and any of its affiliates and subsidiaries, and disclosure to any domestic or foreign market exchange, court, tribunal, and/or legal, regulatory, governmental, tax and law enforcement authority (each, an "Authority", and collectively, "Authorities") pursuant to relevant guidelines, regulations, orders, guidance or requests from the Authority) and comply with any treaty or agreement with or between foreign and domestic Authorities applicable to DBP and/or and any of its affiliates and subsidiaries, their agents or providers;

f. to verify the identity or authority of my/our family members, friends, beneficiaries, attorneys, attorneys-in-fact, shareholders, beneficial owners (if relevant), persons under any trust, trustees, partners, committee members, directors, officers or authorized signatories, sureties, guarantors, other security and other individuals or representatives who contact DBP or may be contacted by DBP (collectively, the "Related Person/s"), and to carry out or respond to requests, questions or instructions from verified representatives or other parties pursuant to DBP's then-current security procedures;

g. for risk assessment, statistical and trend analysis and planning purposes, including to carry out data processing, statistical, credit, risk and anti-money laundering and sanctions analyses, creating and maintaining credit scoring models, and otherwise ensuring potential or ongoing credit worthiness of Data Subjects and Related Person/s, including conducting banking, credit, financial and other background checks and reviews, and maintaining banking, credit and financial history of individuals (whether or not there exists any direct relationship between the Data Subject or Related Person/s, and DBP) and creating and maintaining business development plans and activities for present and future reference;

h. to monitor and record calls and electronic communications with Data Subject/s and Related Person/s for record keeping, quality assurance, customer service, training, investigation, litigation and fraud prevention purposes;

i. for crime and fraud detection, prevention, investigation and prosecution;

j. to enforce (including without limitation collecting amounts outstanding) or defend the rights of DBP and/or any of its affiliates and subsidiaries, its employees, officers and directors, contractual or otherwise;

k. to perform internal management and management reporting, to operate control and management information systems, and to carry out business risk, control or compliance review or testing, internal audits or enable the conduct of external audits;

RCA 3317.r1.2023

FORM 8 (page 2 of 2)

l. subject to DBP's compliance with applicable legal requirements, to enable an actual or proposed assignee of DBP, or participant or sub-participant or transferee of DBP's rights in respect of the Data Subject to evaluate or consummate a transaction intended to be the subject of the assignment, transfer, participation or sub-participation;

m. to comply with contractual arrangements or to support initiatives, projects and programs by or between financial industry self-regulatory organizations, financial industry bodies, associations of financial services providers or other financial institutions (each, an "Industry Organization"), including assisting other financial institutions to conduct background or credit checks;

n. to manage DBP's relationship with the Data Subject, which may include providing information about the Data Subject or a Related Person/s, to DBP and any of its affiliates and subsidiaries;

o. for marketing to me/us and to individuals with similar profiles, attributes or behavior, banking, financial, credit, investment, trust, insurance, loan, mortgage, and wealth management related products or services, conducting market, product and service research, and designing or refining any products or services including by conducting data analysis, and surveys, by various modes of communication including mail, telephone call, SMS, fax, electronic mail, internet, mobile, social media, chat, biometric, and other technological tools and development;

p. to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within DBP and any of its affiliates and subsidiaries and any other use of data and information in accordance with any DBP programs for compliance with tax, sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and,

q. any other transactions and/or purposes analogous to the foregoing.

At the same time, I/we agree that the Information shall be retained by DBP for as long as reasonably necessary for the fulfillment of any of the aforementioned Purposes and shall continue to be retained for a period of two (2) years from the termination of my/our, or that of Related Persons', last existing account, relationship, or any of the above Purposes.

Further, I/we understand that, with respect to my/our submission, collection and processing of the Personal Data of Related Person/s, it is my/our duty and responsibility: (i) to inform said Related Person/s of the Purpose/s for which his/her Personal Data have been submitted, collected and processed by DBP, (ii) to obtain consent from the said Related Person/s for the collection and processing of his/her Personal Data/Information in accordance with the Data Privacy Act of 2012, and (iii) to inform DBP that such consent from said Related Person/s have been obtained.

I/we hereby acknowledge that I/we have been provided with the written notification below on my/our rights as a Data Subject (each, a "Right", collectively, the "Rights") in accordance with the Data Privacy Act of 2012, to wit:

- i. to be informed whether Information and/or Personal Data is being or has been processed;
- ii. to require DBP to correct any Information and/or Personal Data relating to the Data Subject which is inaccurate;
- iii. to object to the processing of the Information and/or Personal Data in case of changes or amendments to the Information and/or Personal Data supplied or declared to the Data Subject;
- iv. to access the Information and/or Personal Data; and
- v. to suspend, withdraw or order the blocking, removal or destruction of the Data Subject's Personal Data from DBP's information database system.

I/we acknowledge, further, that if I/we was/were to exercise any of the Rights enumerated above, DBP reserves its right to re-evaluate and/or terminate its Business with me/us, as well as any of the Purposes and/or DBP services/products for which the Information and/or Personal Data has been collected and processed, subject to the terms and stipulations of the contract on which each Business was made.

I/We have read and understood the above and hereby consent to, agree on, accept and acknowledge these terms of consent for myself/ourselves and/or as agent/s for and on behalf of the principal/s I/we represent by signing below.

Signed in _____, on _____, 20 ____.

Signature over Printed Name

or

Company Name

By:

Authorized Signatory
Signature over Printed Name

ADDITIONAL INFORMATION

For inquiries or complaints, you may contact the Development Bank of the Philippines (DBP), Attention to: the DBP Data Protection Officer or the DBP Customer Experience Management Department, Sen. Gil J. Puyat Ave. cor. Makati Ave., Makati City, Philippines, Telephone No. (02) 8818-9511 to 20/ (02) 8818-9611 to 20, email: info@dbp.ph.

FORM 9 (page 1 of 3)

TECHNICAL SPECIFICATIONS/REQUIREMENT

**Bidder's
Statement of
Compliance**
*Bidders must
state here
either
"Comply" or
"Not Comply"*

ARCSERVE HIGH AVAILABILITY (RHA) FOR ITMS, IRS, MDS and ARCSERVE APPLIANCE TECHNICAL SPECIFICATIONS

I. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is **₱998,000.00** VAT inclusive.

II. LICENSE INCLUSIONS

1. Arcserve High Availability (RHA) will be used of the four (4) critical systems of the Bank namely GUAVA, Integrated Remittance System (IRS), Modified Disbursement System (MDS) & Arcserve appliance itself. The replication is necessary for continuous availability of the system to ensure business continuity in case of a disaster.
2. Software installation, configuration, and system testing within fifteen (15) days from receipt of the Notice to Proceed.
3. One (1) Year maintenance and support upon issuance of DBP's Certificate of Completion. This will be issue upon completion of the following:
 - Software installation and configuration
 - Submission of Proof of Entitlement

III. PROJECT COVERAGE

The project shall cover Arcserve High Availability (RHA) for the four (4) critical systems of the Bank namely GUAVA, Integrated Remittance System (IRS), Modified Disbursement System (MDS) & Arcserve appliance including one year maintenance and support upon issuance of DBP's Certificate of Completion.

IV. PERFORMANCE SECURITY

The vendor is required to submit a performance security in any of the following forms and percentages:

Form of Performance Security	Minimum % of the Total Contract Price
Cash, cashier's/manager's check issued by a Universal or Commercial Bank	Five percent (5%)
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	
Surety Bond callable upon demand issued by a surety or insurance company together with certificate issued by Insurance Commission certifying the surety or insurance company is authorized to issue such surety bond	Thirty percent (30%)

The Performance Security will correspond to the agreed total contract price and shall be effective and in full force and effect for the entire Term of the Agreement.

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM 9 (page 2 of 3)

TECHNICAL SPECIFICATIONS/REQUIREMENT

Bidder's Statement of Compliance
Bidders must state here either "Comply" or "Not Comply"

TECHNICAL SPECIFICATIONS ARCSERVE HIGH AVAILABILITY (RHA) FOR ITMS, IRS, MDS and ARCSERVE APPLIANCE

The said amount shall only be released after the lapse of the contract period, provided that DBP has no claims filed against the supplier/vendor and that all the conditions imposed under the contract have been fully met.

V. PAYMENT

Payment shall be after the DBP's issuance of Certificate of Acceptance upon completion of the following:

1. Submission of Sales Invoice; and
2. Issuance of DBP's Certificate of Completion

VI. DOCUMENTARY REQUIREMENTS

A. Documents Required for the Bid Opening:

1. Bidder/s must have completed a single contract of similar nature within the last five (5) years, equivalent to at least fifty percent (50%) of the ABC for this project. "Similar Contract" shall mean supply/delivery/installation of Arcserve product.
2. Certificate issued by the manufacturer stating that the vendor is an authorized reseller/distributor/direct partner of the product being offered.

B. Required before Contract Implementation:

Vendor must open/maintain a Savings Deposit Account with DBP where payment shall be credited within fifteen (15) calendar days from issuance of Notice of Award (NOA) (in case they have no DBP account).

C. Required upon receipt of Notice to Proceed (NTP):

Vendor must issue a Proof of Entitlement for the period coverage within five (5) working days upon receipt of the NTP.

VII. NON-DISCLOSURE CONDITION

The vendor shall strictly adhere to the confidentiality agreement with the Bank. Information about DBP and its operation in this document is considered proprietary and confidential and must be treated as such by the recipients of this TOR. In the same manner, the responses to this Technical Specification which shall be specified as confidential shall not be disclosed to any third party.

1. Each party agrees to hold and maintain confidential all materials and information which shall come into its possession or knowledge in connection with the project or its performance, and not to make use hereof other than for the purpose of this project.
2. After completion of the project, all materials, data, proprietary information and other related documents provided to the winning vendor and which are hereby deemed owned by DBP shall be returned to DBP.
3. The winning vendor undertake that it shall make appropriate instructions to its employees who need to have access to such information and materials to satisfy and comply with its confidential obligation as set forth in this Section.
4. This confidentiality obligation shall survive even after the termination of the contract.
5. The winning vendor shall, likewise, oblige the provider to be bound by this confidentiality contract.
6. The winning vendor's breach of this confidentiality provision shall entitle DBP to legal and other equitable remedies including but not limited to the

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM 9 (page 3 of 3)

TECHNICAL SPECIFICATIONS/REQUIREMENT	Bidder's Statement of Compliance <i>Bidders must state here either "Comply" or "Not Comply"</i>
TECHNICAL SPECIFICATIONS ARCSERVE HIGH AVAILABILITY (RHA) FOR ITMS, IRS, MDS and ARCSERVE APPLIANCE immediate cancellation of the contract and shall entitle DBP for claim for damages and injunctive relief under the circumstances. DBP may also elect to terminate further access by the winning bidder to any data and information. 7. A Non-Disclosure Agreement between DBP and the winning vendor will form part of the contract that outlines confidential material, knowledge, or information that both parties wish to share with one another for certain purposes but wish to restrict access for or by third parties. VIII. LIQUIDATED DAMAGES In case the bidder is unable to comply with the terms and conditions of this Agreement or fails to satisfactorily deliver the Subscription on time inclusive of duly granted time extensions, if any, DBP shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Such amount shall be deducted from any money due, or which may become due to the bidder, or collected from any securities or warranties posted by the bidder, whichever is convenient to DBP. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, DBP may rescind or terminate the Agreement, without prejudice to other courses of action and remedies open to it." IX. SIGNING OF THE CONTRACT The documents required in Section 37.2 of the 2016 revised IRR of R.A. 9184 shall form part of the Contract. Additional Contract documents are indicated in the Bid Data Sheet (BDS). A copy of the draft Contract is hereby attached. Said contract shall be subjected to review/clearance of the Office of the Government Corporate Counsel (OGCC).	

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM 10 (page 1 of 2)

(use Bidder's Official Letterhead)

**PROCUREMENT OF ARCSERVE HIGH AVAILABILITY (RHA)
FOR ITMS, IRS, MDS AND ARCSERVE APPLIANCE
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES - 2ND REBID
Bid Reference No. G-2024-47**

BID FORM

Date : _____

Bid Reference No. : _____

To: *DEVELOPMENT BANK OF THE PHILIPPINES*

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.

FORM 10 (page 2 of 2)

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: _____

FORM 11-A

**PROCUREMENT OF ARCSERVE HIGH AVAILABILITY (RHA)
FOR ITMS, IRS, MDS AND ARCSERVE APPLIANCE
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES - 2ND REBID
Bid Reference No. G-2024-47**

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

The total bid must not exceed the total ABC and must be consistent with the financial bid per FORM 10.

Name: _____

Legal Capacity: _____

Signature: _____

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

FORM 11-B

**PROCUREMENT OF ARCSERVE HIGH AVAILABILITY (RHA)
FOR ITMS, IRS, MDS AND ARCSERVE APPLIANCE
FOR THE DEVELOPMENT BANK OF THE PHILIPPINES - 2ND REBID
Bid Reference No. G-2024-47**

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

The total bid must not exceed the total ABC and must be consistent with the financial bid per FORM 10.

Name: _____

Legal Capacity: _____

Signature: _____

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

Section X. Post-Qualification Documents

POST-QUALIFICATION TRANSMITTAL FORM

TITLE OF THE PROJECT: _____

Note: For the SINGLE/LOWEST CALCULATED BID (S/LCB), please fill-out and submit together with the Post Qualification Requirements

FOR MACHINE STAMP (OFFICIAL TIME) BY THE DBP BAC SECRETARIAT
Received:

Name of Bidder: _____

Complete Address: _____

Submitted by: _____

Landline: _____ Email: _____

Within five (5) calendar days from the notice that the bidder is the **Lowest or Single Calculated Bid (LCB/SCB)**, the bidder shall submit two (2) sets of the following documentary requirements (which the bidder may also opt to submit on the date of opening of proposals; please bring ORIGINAL documents for verification):

- i. Latest Business Tax Returns: VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) for the six (6) months period preceding the submission and opening of bids with proof of payment (any one of the following):
 - a. Electronic Filing and Payment System (EFPS) confirmation receipt
 - b. Bank-issued payment confirmation receipt
 - c. BIR payment confirmation receipts/status
- ii. Copies of the following documents:
 - a. DTI or SEC Certificate of Registration (including the names of company's controlling stockholders, directors, board members and officers);
 - b. Valid/current Business/Mayor's Permit; and
 - c. Valid/current Tax Clearance issued by the BIR for bidding purposes.
- iii. Copies of Notice of Award (NOA), contract, Notice to Proceed (NTP), or equivalent documents relative to the listed ongoing projects/contracts.
- iv. Duly signed Letter of Authorization stating that the bidder is authorizing the Development Bank of the Philippines (DBP) to conduct credit/background investigation as part of the Post-Qualification process, in relation to the project being bid. (*Template hereto attached*)
- v. Other documents as may be listed in the Technical Specifications/Terms of Reference/Scope of Works.

Note: Failure to submit the above requirements on time or a finding against the veracity of such shall be grounds for the forfeiture of the bid security and disqualify the bidder for award.

LETTER OF AUTHORIZATION

[shall be submitted during post-qualification process or upon receipt of the Notice of Single/Lowest Calculated Bid]

(use Bidder's Official Letterhead)

Date:

To: **THE CHAIRPERSON, BIDS AND AWARDS COMMITTEE (BAC)**

Development Bank of the Philippines (DBP)
Sen. Gil Puyat Ave., cor. Makati Ave., Makati City
1200 Philippines

Gentlemen:

This is to authorize the Development Bank of the Philippines (DBP) and its authorized representatives, to conduct the validation/verification of the following documents as part of post qualification relative to our bid for the (state Title of the Bid Project) under (state Bid Reference Number):

1. Certificate of PhilGEPS Registration (Platinum Membership)
2. SEC or DTI Certificate of Registration (as applicable)
3. Current/Valid Business/Mayor's Permit
4. Current/Valid Tax Clearance
5. Current Audited Financial Statements
6. Current/Valid PCAB License (only applicable for Infrastructure projects)
7. Completed Contract/s

Thank you.

Very truly yours,

Name and Signature of the Authorized Representative

Section XI. Performance Securing
Declaration Form

Performance Securing Declaration

[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/manufacture/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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____, *[date issued]*, *[place issued]*

IBP No. _____, *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

**Section XII. Draft Contract/
Purchase Order**

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]

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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



SUPPLIER :	P.O. NO. :
ADDRESS :	DATE :
TIN :	END USER :
TEL./FAX NO. :	P.R. NO. :
	MODE OF PROCUREMENT :

Please deliver the following article(s), product(s), supplies, or materials listed below, subject to the terms and conditions contained herein:

Subject to the following conditions:

1. The above prices are inclusive of V.A.T.
2. For every day of delay, 1/10 of 1% of the price of the undelivered quantity will be deducted from the total price.
3. Items delivered are subject to inspection and acceptance prior to payment.
4. When requesting payment, please present your Billing Statement/Statement of Account/Sales Invoice/Charge Slip, as the case may be.
5. If delivery cannot be completed within the specified date, please return this P.O. stating your reason(s) therefore. Otherwise, we will take necessary action to protect the interest of the DBP.
6. This transaction shall be subjected to the specific terms and conditions set forth in the Terms of Reference/Scope of Works/Technical Specifications.

used as part of this Purchase Order, to wit:

- General and Special Conditions of Contract;
- Terms of Reference/Scope of Work/Technical Specifications; and
- Other contract documents that may be required by existing laws and/or DBP

avoidance of doubt, in the conflict or inconsistency between the above- documents and this Purchase Order of precedence shall be:

- The General and Special Conditions of Contract;
- The Terms of Reference/Scope of Work/Technical Specifications; and
- This Purchase Order

HEAD OFFICE: SEN. GILJ. PUYAT AVENUE CORNER MAKATI AVENUE, MAKATI CITY, PHILIPPINES
P.O. BOX 1996, MAKATI CENTRAL POST OFFICE 1200
TELEPHONE: (02) 8818-95-11
FAX NO.: (02)8815-16-14
E-MAIL: pimd@dbp.ph

