



## INVITATION FOR NEGOTIATED PROCUREMENT FOR TWO-FAILED BIDDINGS

### **Procurement of Server and Hardware and Software Maintenance with Preventive Maintenance**

1. The UCPB Savings Bank, Inc. (UCPBS) intends to procure **Server and Hardware and Software Maintenance with Preventive Maintenance** with an Approved Budget for the Contract (ABC) of Two Million Pesos (Php2,000,000.00).
2. The UCPBS Bids and Award Committee (BAC) now invites technically, legally, and financially capable suppliers for the said project.
3. The Procurement procedure for this requirement is Negotiated Procurement for Two Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the BAC and which would meet the minimum technical specifications required.

4. The interested bidders may obtain further information from the BAC Secretariat at the address given below from 4 July 2024 to 10 July 2023, Monday to Friday, at 8:00AM to 5:00PM.
5. The UCPBS will hold a Negotiation Meeting on 05 July 2024 at UCPB Savings Bank Head Office, 7<sup>th</sup> Floor Robinsons Cybergate Magnolia Dona Hemady Cor. Aurora Blvd., Quezon City which shall be open to prospective bidders.
6. Two (2) copies of the proposals (one original and one copy) must be submitted to the BAC which must be duly received by the BAC Secretariat through manual submission at the office address indicated above on or before 11:00 AM of 12 July 2024. Late submission shall not be accepted.
7. Interested bidders shall submit the following documents in sealed envelopes, labeled as "Negotiated Procurement for Two-Failed Biddings", with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the BAC.

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**A. Eligibility and Technical Documents**

- a. Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex/es;
- b. Statement of Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, the definition of similar contracts shall refer to Server Hardware and Software maintenance which shall be completed within the last 5 years prior to the date of submission of the best and final offer.
- c. Bid Security in any of the following form as prescribed under the 2016 revised IRR of RA 9184:
  - i. In case of cash, Manager's Check, Bank Guarantee (2% of the ABC (Php40,000.00))
  - ii. In case if Surety Bond, submit also a certification issued by the Insurance Commission or Original Copy Notarized Bid Securing Declaration (5% of the ABC (Php100,000.00))
  - iii. Bid Securing Declaration.
- d. Conformity with the Schedule of Requirements (Annex "A");
- e. Conformity with the Technical Specifications (Annex "B");
- f. Notarized Omnibus Sworn Statement (OSS) supported with Notarized Secretary's Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable.

In case of Joint Venture, Special Power of Attorney shall be submitted by all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- g. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
- h. Conformity with General Conditions of the Contract (Annex "E")

**B. Financial Documents**

- i. *Bid Form*



*ii. Price Schedule*

8. The Special Conditions of the Contract (Annex "C") shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.
9. The Head of the Procuring Entity reserves the right to reject and all Bids, declare failure of bidding, or not award the contract in accordance with Section 41 of the 2016 revised Implementing Rules and Regulations.

*Issued this 3rd day of July 2024.*

  
\_\_\_\_\_  
**DANTE R. CORTEZ**  
*Chairperson, Bids and Awards Committee*



*SCHEDULE OF REQUIREMENTS ANNEX A*

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site

- The delivery of the services shall be within thirty (30) working days upon receipt of the notice to proceed (NTP).
- The periodic maintenance service for the hardware and software (as scheduled by the Service Provider) Quarterly and/or as necessary.
- As stipulated in Technical Specifications

I hereby commit to comply and deliver the above requirements.

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name and Designation (in print)

\_\_\_\_\_  
Date



TECHNICAL SPECIFICATIONS ANNEX B

# Technical Specifications

## Server Hardware and Software Maintenance with Preventive Maintenance

Item #	TECHNICAL SPECIFICATIONS	STATEMENT OF COMPLIANCE																																																																																												
	General Requirements																																																																																													
1	The Services – <i>Server Hardware and Software Maintenance with Preventive Maintenance</i>																																																																																													
2	Maintenance Coverage – 1 Year																																																																																													
3	A. Scope and Server List:  Scope: <b>Server Hardware and Software Maintenance with Preventive Maintenance</b> Server List:																																																																																													
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30	HPE	SGH527XY0K	HP ProliantDL380 G9
31	LEN	06GMBMH	Lenovo 3650 M5
32	LEN	030074F2	SR550
33	SYN	16A0NBN297900	RS2416+
34	SYN	1680NKN425901	RS2416+
35	SYN	22B0V2RT5ZPT5	RS2423+

**Includes the following**

- a. Hardware Maintenance
  - Covered 35 servers defined above
  - 24/7 coverage, 365 days per year
  - Break Fix – Inclusive of Parts and Service
  - Serviced by certified technical specialist
  - All serviced and covered parts will be provided by the vendor.
- b. Software Maintenance
  - Bug/Defect Analysis
  - Troubleshooting
  - Root Cause Analysis
  - Supplying Reactive/Proactive Patches (ex. 7 to 7.0.1)
  - Supplying Reactive/Proactive Updates (ex 7.0.1 to 7.1)
  - Creating & Supplying Procedures to configure device
- c. Preventive Maintenance
  - Collection of system logs
  - System health check using logs
  - Physical check of machine
  - Analysis of system logs and recommendation
  - Report generation
  - Non-intrusive will be done during business hours
- d. Professional Services
  - Assistance in IT related tasks
    - Installation and replacement of new equipment.
    - Network cable management within the network cabinet or rack.
    - Perform software updates or installation.
    - Power cycle equipment following best practices and guidelines.
    - Report equipment performance using existing monitoring tools.
    - Provide console access to allow remote management of devices to technical teams.
  - Periodic system Health Checks
  - Proactive Firmware and Software Updates

	<ul style="list-style-type: none"><li>➤ Cable Management and labeling works</li><li>➤ DR Test</li><li>➤ End User Support</li></ul>			
4	<p>Location/s of Covered Components:</p> <ul style="list-style-type: none"><li>• UCPB Savings Head Office at 7<sup>th</sup> Floor Robinsons Cybergate Magnolia, Dona Hemady Street Corner Aurora Quezon City</li><li>• UCPB Savings colocation facility at Telecom Plaza, Makati City</li><li>• Aurora DR or D.R. refers to the UCPBS Disaster Recovery Site at Aurora Blvd in Quezon City</li><li>• Or may be relocated as necessary</li></ul>			
5	<table><tr><td>Support Coverage 24x7</td><td><p>Comprehensive 1 year maintenance and support which includes:</p><ul style="list-style-type: none"><li>• Support<ul style="list-style-type: none"><li>- Technical support through electronic mail, telephone, messaging platforms and other remote access facilities authorized by UCPBS. If unable to resolve remotely, on-site support shall be done.</li></ul></li></ul></td></tr></table>	Support Coverage 24x7	<p>Comprehensive 1 year maintenance and support which includes:</p> <ul style="list-style-type: none"><li>• Support<ul style="list-style-type: none"><li>- Technical support through electronic mail, telephone, messaging platforms and other remote access facilities authorized by UCPBS. If unable to resolve remotely, on-site support shall be done.</li></ul></li></ul>	
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	<p><b><u>Service Desk Operations</u></b></p> <p>Supplier’s Service Desk shall be staffed with technically competent and certified support engineers. The Service Desk shall be the single point-of-contact for UCPBS for Technical Support Services.</p> <p>Service Desk operations shall be supported by the Supplier’s internal electronic ticketing system, along with the necessary electronic mail and telephony systems.</p>			
	<p><b><u>Service Management and Reporting</u></b></p> <p>Supplier shall handle and manage UCPBS service request in accordance with workflow procedures approved by UCPBS.</p> <p>Quarterly reports on support requests and reported incidents shall be completed by Supplier and submitted to UCPBS. Quarterly status reports shall be discussed by the Suppliers Account Service Manager with UCPBS to ensure that UCPBS is aware of possible support issues and risks faced by UCPBS.</p>			

5	<p><b>Response Time Commitment</b> Based on the assigned Severity Level (described in Annex D) of a reported incident, Supplier shall respond according to the Response Time Commitments below:</p> <table border="1" data-bbox="240 331 1149 598"> <thead> <tr> <th>Severity Level</th><th>Maximum Response Time</th><th>Maximum Time Until Onsite</th></tr> </thead> <tbody> <tr> <td>1</td><td>30 Minutes</td><td>2 Hours</td></tr> <tr> <td>2</td><td>1 Hour</td><td>2 Hours</td></tr> <tr> <td>3</td><td>2 Hours</td><td>1 Day</td></tr> <tr> <td>4</td><td>4 Hours</td><td>2 Days</td></tr> <tr> <td>5</td><td>1 Day</td><td>Not Applicable</td></tr> </tbody> </table>	Severity Level	Maximum Response Time	Maximum Time Until Onsite	1	30 Minutes	2 Hours	2	1 Hour	2 Hours	3	2 Hours	1 Day	4	4 Hours	2 Days	5	1 Day	Not Applicable	
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6	<p><b><u>Supplier's Qualifications</u></b></p> <ol style="list-style-type: none"> <li>1. Certified true copy of certification issued by the manufacturer-principal that the Supplier is Authorized to sell, maintain and support the Solution</li> <li>2. Notarized attestation by the Supplier that they are able to provide local services and support.</li> <li>3. Supplier shall not enter any third-party partnership with other suppliers.</li> </ol> <p>Note: The Bidder must attach copies of the above documents to its Statement of Compliance to the Technical Specifications as part of the Bidder's Class "A" Eligibility Documents when it submits bid for this project.</p>																			





## Special Conditions of Contract

GCC Clause	
1	<p data-bbox="358 375 1130 407"><i>Additional requirements for the completion of this Contract:</i></p> <p data-bbox="407 449 1372 512"><b>1. Server Hardware and Software Maintenance with Preventive Maintenance</b></p> <p data-bbox="358 560 721 592"><b>Delivery and Documents –</b></p> <p data-bbox="358 634 1372 812">For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p data-bbox="358 854 1372 959"><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered to UCPBS Head Office. In accordance with INCOTERMS.”</p> <p data-bbox="358 1001 1372 1148"><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <b>UCPBS Head Office</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p data-bbox="358 1211 1372 1274">Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p data-bbox="358 1316 1372 1379">For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p data-bbox="358 1421 1154 1642"> <b>Christopher L. Suntay</b>  BAC Secretariat  <b>UCPB Savings, Inc.</b>  7th Floor Robinsons Cybergate Magnolia  Aurora Blvd cor. Doña Hemediy St. New Manila Quezon City  Email Address: <a href="mailto:bacsecretariat@ucpbsavings.com">bacsecretariat@ucpbsavings.com</a> </p> <p data-bbox="358 1684 649 1715"><b>Incidental Services –</b></p> <p data-bbox="358 1757 1372 1820">The Vendor is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p>

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts – Not applicable</b>  <b>Packaging – Not applicable</b>  <b>Insurance – Not applicable</b>  <b>Transportation – Not applicable</b></p>
	<p><b>Intellectual Property Rights –</b></p> <p>The vendor shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <ul style="list-style-type: none"> <li>➤ The PROCURING ENTITY shall make a payment upon certification by the representative that goods and/ or services have been delivered and/or rendered in accordance with the TOR, and have been duly accepted.</li> <li>➤ Payment shall be made within thirty (30) working days upon receipt of the billing statement and confirmation of subscription.</li> <li>➤ The request for payment shall be made to the PROCURING ENTITY in writing, accompanied by invoice describing, as appropriate, the output/ report delivered and/ or services performed, and by submission of other required documents and obligations</li> </ul>
4	Not Applicable

## ANNEX D

### SERVICE DESCRIPTION

This section describes other details of the Support Services components

#### A. Service Definition

The IT services to be rendered by Supplier to UCPBS shall be Technical Support Services defined as:

- Any task or activity done by Supplier through electronic mail, telephone, messaging platforms (e.g. viber, Whatsapp) or on-site presence, for the purpose of providing technical support or assistance to UCPBS to troubleshoot, configure, update, secure, check the performance of the Solution and ensure that all features are running and enabled.
- Technical support and/or assistance shall include that provision of analysis and recommendations, and the performance or fulfillment of the recommendation/s.

#### B. Support Levels

Technical Support to be directly provided by Supplier:

- Level 1 Technical Support – First-line support involving the tasks of problem identification, understanding UCPBS expectations, initial problem diagnosis, and basis technical troubleshooting based on Supplier's knowledgebase of known problems and resolutions.
- Level 2 Technical Support – Advanced support involving the tasks of complex problem identification, in-depth problem diagnosis, and advanced technical troubleshooting. In some cases, if necessary, reproduction of the problem by Supplier, in coordination with UCPBS, is necessary to arrive at a solution.

Supplier to facilitate resolution of support requests requiring 3<sup>rd</sup> party Supplier(s), including the Manufacturers-Principals, who developed and who have intellectual property rights over the Solution for the following:

- Level 3 Technical Support – Support of this nature will require the involvement of the 3<sup>rd</sup> party Supplier to conduct research and development to a new and/or unknown issue. Such issues shall require solutions such as a bug fix, error correction, custom engineering, or interim patch or fix for the Solution to operate as required by UCPBS, which only 3<sup>rd</sup> party Supplier may provide.
- Level 4 Technical Support – Support of this nature will involve the 3<sup>rd</sup> party Supplier's integration of the resolution to the Solution as an official patch, feature or capability.

Regardless of Support Level, UCPBS concerns, incidents, and queries may be referred to by the Supplier the 3<sup>rd</sup> party Supplier from whom the supported Solution originated without any additional cost to UCPBS.

#### C. Severity Levels

To facilitate the rendering of Technical Support Services, UCPBS shall classify service calls according to the Severity Levels below:

Level	Severity Description
1	Failure which causes a major impact to UCPBS business. Covered Solution or System is not operational. Some examples of Severity 1 calls include: <ul style="list-style-type: none"><li>• System hang (unable to save work in progress);</li><li>• System functionality failure causes data loses or system unusable;</li><li>• Functionality failure renders system ineffective;</li><li>• System down.</li></ul>
2	Failure causing severe degradation to UCPBS business. Covered Solution or System is not operating with full capability but is still operational. Some examples of Severity 2 calls include: <ul style="list-style-type: none"><li>• Impaired or broken functionality with significant impact to applications;</li><li>• Frequent application failure, but no data loss;</li><li>• Serious but predictable management system failure;</li><li>• Significant system performance degradation.</li></ul>
3	Degradation of machine performance causing inconvenience to the business. Covered Solution or System is up and running with limited or no significant impacts. Some examples of Severity 3 calls include: <ul style="list-style-type: none"><li>• Bugs which cause limited or no direct impact to performance and functionality;</li><li>• Request to replace a bug work-around;</li><li>• Limited impact defective functionality;</li><li>• System performance support questions and issues.</li></ul>
4	A minor event causing little or no impact to UCPBS business. Some examples of Severity 4 calls include: <ul style="list-style-type: none"><li>• Scheduled activities agreed with UCPBS;</li><li>• Methods of Procedures (MOP).</li></ul>
5	The call is undergoing monitoring, but no further action is required. Some examples of Severity 5 calls include: <ul style="list-style-type: none"><li>• Requests for status updates on action taken/plans;</li><li>• Monitoring Reports/ Feedback on action steps taken.</li></ul>

#### **D. Response Time**

Response time is defined as the time from when a service call is first placed with the Supplier by UCPBS until the Supplier responds to the support request. The response may come in the form of electronic mail, telephone or messaging platforms.

Time until on-site is defined as the time it takes for a Technical Support Engineer to arrive at UCPBS site after UCPBS and Supplier agree that it is necessary for onsite support to be provided by Supplier to resolve the service request.

### **GENERAL TERMS AND CONDITIONS**

#### **A. Terms**

- The request(s) for payment shall be made to UCPBS in writing, accompanied by an invoice describing, as appropriate, the output/report delivered and/or services performed, and by submission of other required documents and obligations stipulated in this contract.
- All payments shall be VAT-inclusive and subject to 2% expanded withholding tax and 5% Final VAT (if supplier is VAT-registered with BIR).
- Since the payment/s shall be subject to the usual government accounting and auditing requirements, the Supplier is expected to be familiar with the Government Accounting and Auditing Manual (GAAM).
- Retention Payment.


A retention payment of one (1) percent shall be withheld by UCPBS. It shall be based on the total amount due to the Supplier prior to any deduction and shall be retained from every progress payment.

The total 'retention money' shall be due for release upon approval/ acceptance of the Final Report. The Supplier may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees, or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to UCPBS provided that the Project is on schedule and is satisfactorily undertaken. Otherwise, the one (1) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of UCPBS shall be valid for the duration of the contract.

#### **B. Warranties**

##### **Warranty on Parts**

The Supplier warrants that the replacement part as specified under Technical Specifications Section 5 (Support Coverage) will be free from defects in material or workmanship for a



period of three (3) months from the date the part was installed on the covered component detailed in Technical Specifications Section 3 (Covered Components).

#### **Warranty on Services**

The Supplier warrants that the activities included in the Solution will be executed using the degree of skill and care required by customarily accepted good professional and technical practices. If the services provided did not conform to the terms and conditions specified under this TOR, the Supplier shall re-perform such services at no additional cost to the Bank.

#### **C. Incidental Services (Indicate, if any)**

- Incidental Services, if any, shall be as described in Technical Specs.
- Such incidental services may include the following: Project/ Solution documentation, knowledge transfer (trainings), systems and tools to facilitate monitoring of Project/Solution tasks, trouble tickets, incident reports, and inventory.

#### **D. Termination**

UCPBS may, subject to five (5) days' advance notice, terminate the contract with the Supplier or cancel the purchase order (PO) it issued to the Supplier, on any of the following grounds:

1. Misrepresentation by the selected supplier of any matter which UCPBS deems material, or
2. Failure by the selected supplier to deliver the goods and services to the satisfaction of UCPBS on the Delivery Schedule.

Notwithstanding any provision in the General and Special Conditions of Contract, UCPBS may pre-terminate this Contract subject to a notice to the Supplier within thirty (30) days prior to the effective date of pre-termination.

#### **E. Liquidated Damages**

When the supplier fails to satisfactorily deliver goods and/or services under this Terms of Reference (TOR) within the specified delivery schedule, inclusive of duly granted time extension, if any, the supplier shall be liable for damages in an amount equal to one-tenth (1/10) of one percent (1%) of the contract price for delivery for every day of delay until such goods are finally delivered and accepted by UCPBS. Such amount shall be deducted from any money due or which may become due to the Supplier.

If UCPBS opts to terminate the contact or cancel the PO, the Supplier shall be liable to pay UCPBS liquidated damages in an amount computed, as follows:



(a) In case of misrepresentation, one-tenth (1/10) of one percent (1%) of the contract price per day starting from the date of UCPBS discovery of the misrepresentation until the effective date of termination of the contract or cancellation of the PO, and/or

(b) In case of delay in the delivery of the goods and/or services to the satisfaction of UCPBS, one-tenth (1/10) of one percent (1%) of the contract price per day starting from the Delivery schedule until the effective date of termination of the contract or cancellation of the PO.

In case the selected supplier is guilty of both misrepresentation and delay, the liquidated damages shall be computed using the formula of either (a) or (b), whichever is higher.

The Supplier shall pay UCPBS the liquidated damages under this Section within five (5) days from the effective date of the termination of the contract or cancellation of the PO without need of demand.

#### **F. No Employer-Employee Relationship**

Nothing in this TOR shall be construed as constituting an employer and employee relationship between UCPBS and the selected supplier, his/her/its employees and/or representatives.

#### **G. Confidentiality of Information**

The selected supplier shall observe the provisions of Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, in the performance of its obligations under this TOR.



## **GENERAL CONDITIONS OF THE CONTRACT ANNEX E**

### **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**


1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
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**

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.
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.



## Bid Form# 03 Omnibus Sworn Statement

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

*[Insert signatory's legal capacity]*

Affiant



**[Jurat]**

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

A handwritten signature or mark, possibly a stylized 'D' or a similar character, located in the bottom right corner of the page.

### STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

*(within five (5) years from the date of submission and receipt of bids)*

<i><b>Name of Client</b></i>	<i><b>Name of the Contrac</b></i>	<i><b>Date and Status of the Contract</b></i>	<i><b>Kind of Goods</b></i>	<i><b>Amount of Contract</b></i>	<i><b>Value of Outstanding Contracts</b></i>	<i><b>Date of Delivery</b></i>

*I hereby certify that the above-mentioned are correct.*

\_\_\_\_\_  
*Signature over the printed name of the authorized representative*

\_\_\_\_\_  
*Company name*

\_\_\_\_\_  
*Date*



**Bid Form# 01 Bid Form**

**BID FORM**

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

Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address Amount and Purpose of  
of agent Currency Commission or gratuity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if none, state "None") /

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

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

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

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

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

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

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



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

Duly authorized to sign the Bid for and behalf of:

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

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