

**NATIONAL ELECTRIFICATION
ADMINISTRATION**

PHILIPPINE BIDDING DOCUMENTS

(Re-Bidding)

**Procurement of Operations and
Maintenance (O&M) Services
and Cloud Subscription Services
for NEA Business Intelligence
Technology (NEA-BIT) System**

Government of the Republic of the Philippines

NEA ITB 2023-08

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	14
13. Bid and Payment Currencies	14
14. Bid Security	15
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	27
Section VII. Technical Specifications	28
Section VIII. Checklist of Technical and Financial Documents	47

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



INVITATION TO BID (RE-BIDDING)

Procurement of Operations and Maintenance (O&M) Services and Cloud Subscription Services for the NEA Business Intelligence Technology (NEA-BIT) System

1. The *National Electrification Administration (NEA)*, through the *2023 Corporate Operating Budget* intends to apply the sum of *Eleven Million Five Hundred Thousand Pesos (PhP 11,500,000.00)* being the ABC to payments under the contract for *Procurement of Operations and Maintenance (O&M) and Cloud Subscription Services for the NEA Business Intelligence Technology (NEA-BIT) System (NEA ITB 2023-08)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Procurement of Operations and Maintenance (O&M) Services for the
NEA Business Intelligence Technology (NEA-BIT)
Six Million Five Hundred Thousand Pesos (PhP 6,500,000.00)

Procurement of Cloud Subscription Services for the NEA Business
Intelligence Technology (NEA-BIT)
Five Million Pesos (PhP 5,000,000.00)

2. The *NEA* now invites bids for the above Procurement Project. Delivery of the Goods is required by *Twenty (20) calendar days upon issuance of the Notice to Proceed*, subject to extension. Bidders should have completed, within *5 years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from *National Electrification Administration (NEA)* and inspect the Bidding Documents at *#57 NIA Road, Government Center, Diliman, Quezon City*, from Monday to Friday, *8:00 A.M. to 5:00 P.M.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 07, 2023* 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 **Twenty Five Thousand Pesos (PhP25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person**.

6. The **National Electrification Administration (NEA)** will hold a Pre-Bid Conference¹ on **November 15, 2023 at 10:00 A.M.** at the **Cultural Affairs Room, 2nd Floor, NEA Building, No. 57 NIA Road, Diliman, Quezon City**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **November 28, 2023 at 10:00 A.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **November 28, 2023 at 10:15 A.M.** at the **Cultural Affairs Room, 2nd Floor, NEA Building, No. 57 NIA Road, Diliman, Quezon City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **National Electrification Administration (NEA)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ms. Anna Lissa C. Creencia
Chairperson, BAC Secretariat
National Electrification Administration (NEA)
No. 57 NIA Road, Government Center, Diliman, Quezon City
E-mail address: nea.bac.secretariat9184@gmail.com
Tel. No.: 8929-1909 local 180

12. You may visit the following websites:

For downloading of Bidding Documents:
<https://notices.philgeps.gov.ph>
www.nea.gov.ph

Quezon City, Philippines, November 07, 2023


ATTY. ALEXANDER PAUL T. RIVERA
Chairperson, Bids and Awards Committee

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

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *National Electrification Administration (NEA)* wishes to receive Bids for the *Procurement of Operations and Maintenance (O&M) Services and Cloud Subscription Services for the NEA Business Intelligence Technology (NEA-BIT) System*, with identification number *NEA ITB 2023-08*.

The Procurement Project (referred to herein as "Project") is composed of one (1) item, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2023** in the amount of *Eleven Million Five Hundred Thousand Pesos (PhP11,500,000.00)*.

2.2. The source of funding is the Corporate Operating Budget.

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. a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. 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:
- For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, **Cultural Affairs Room (CAR), 2nd Floor, NEA Building, No. 57 NIA Road, Diliman, Quezon City** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *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 Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 days from the date of 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.

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

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Operations and Maintenance (O&M) and Cloud Subscription Services.</i> b. completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP Quezon City, Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than PhP 230,000.00 (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP 575,000.00 (5%) of ABC if bid security is in Surety Bond.
19.3	<p><i>Procurement of Operations and Maintenance (O&M) Services and Cloud Subscription Services for the NEA Business Intelligence Technology (NEA-BIT) System (PhP11,500,000.00)</i></p> <p>O &M Services – PhP6,500,000.00</p> <p>Cloud Subscription Services – PhP5,000,000.00</p>
20.2	<i>N/A</i>
21.2	<i>N/A</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><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></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>in the National Electrification Administration</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Engr. Roderick N. Padua, Department Manager of ITCSD</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. Other requirements specified in the Terms of Reference.

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:

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *one (1) year*.

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

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
	<p>Regular and Recurring Services –</p> <p>“The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	<p>“The terms of payment shall be as follows:</p> <ol style="list-style-type: none"> 1. Operations and Maintenance (O&M) billing shall be progressive on a monthly basis upon submission and completion of the required deliverables as stated in the scope of work. 2. Cloud Services subscription will be paid on a monthly basis subject to the issuance of a Statement of Account (SOA) and monthly report of services/deliverables rendered.
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. NEA shall have the right to inspect and/or conduct performance audit to confirm the CONTRACTOR’s conformity with the provisions of the Contract and specifications. 2. The CONTRACTOR shall allow NEA’s duly appointed inspectors/auditors free access to records, documents and facilities for inspection and audit. It shall likewise provide any and all relevant information as may be required by NEA.

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Item	Specification	Statement of Compliance
	<p>The overall scope of these services includes:</p> <p>1.) <u>Operations & Maintenance</u></p> <ul style="list-style-type: none"> a. User Management b. Application Management c. Infrastructure Management d. Enhancements <p>The scope of work will also include Transition Planning, which will provide direct support to the NEA’s Project Team as they manage transition and sustainability as follows:</p> <ul style="list-style-type: none"> • The winning vendor must be able to fully operate NEA BIT within one month after NTP. • Training, shadowing, and transfer of technology must be provided to NEA and shall fully assist, cooperate, and support during the transition if the project is awarded to another Provider by allowing them to study and assess the existing NEA BIT System one month prior to end of contract. 	
	<p>2.) <u>Cloud Subscription</u></p> <p>The Cloud Service Provider (CSP) will be responsible for provisioning the required cloud platforms, services, and associated licenses with the maximum resource specifications to ensure compatibility and NEA BIT’s continuous service</p>	
A. O & M DETAILED SCOPE OF WORK		
	<p>1.) <u>User Management</u></p> <p>The Service Desk (SD) will serve as the single point of contact (SPOC) for all IT concerns / issues of the users from NEA and the ECs. The SD shall provide Level 1 IT Support such as:</p> <ul style="list-style-type: none"> • Receive inbound technical concerns via calls, web portal, and email by logging received Incident and Service Requests. • Provide technical analysis and First Call Resolution 	

	<p>(FCR)</p> <ul style="list-style-type: none"> • Escalate tickets to concerned groups, track and monitor ticket updates • Serve as a Single Point of Contact (SPOC) between end-users and IT • Analyze and report aging tickets to a concerned group. • Provide Dashboard Reports, Monthly Operations Reports, and other reports as may be required by NEA. • Vendor must provide software for OTRS. 							
	<p>2.) Application Management</p> <p>Application Management Services covers corrections of production incidences, functional support, and enhancements.</p>							
	<p>a. Correctives (Incidences)</p> <p>The following table shows the type of service demands to be managed:</p> <table border="1" data-bbox="391 1075 1121 1518"> <thead> <tr> <th data-bbox="391 1075 683 1137">Service Subtype</th> <th data-bbox="683 1075 1121 1137">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="391 1137 683 1305">Data Modification Due to Program Error</td> <td data-bbox="683 1137 1121 1305">Refers to data modification services for erroneous system data on the web portal or BI reports, caused by a faulty program.</td> </tr> <tr> <td data-bbox="391 1305 683 1518">Program Error Correction</td> <td data-bbox="683 1305 1121 1518">Refers to program error correction services for online or batch program problems that may occur in the application covered in this proposal.</td> </tr> </tbody> </table> <p>The following will not be considered corrective: the implementation of new functionalities, modification of existing functionalities, etc., that, although they were required to solve problems, fix defects or create the functionality required by the user, were not considered in the specified requirements when the system, product, module or functionality were designed.</p>	Service Subtype	Description	Data Modification Due to Program Error	Refers to data modification services for erroneous system data on the web portal or BI reports, caused by a faulty program.	Program Error Correction	Refers to program error correction services for online or batch program problems that may occur in the application covered in this proposal.	
Service Subtype	Description							
Data Modification Due to Program Error	Refers to data modification services for erroneous system data on the web portal or BI reports, caused by a faulty program.							
Program Error Correction	Refers to program error correction services for online or batch program problems that may occur in the application covered in this proposal.							
	<p>b. Functional Support (Service Request)</p> <p>The Functional Support Service includes activities that are not expected beforehand and do not require</p>							

program/code modification. The duration to resolve this request, which is usually short, shall be planned and agreed with NEA.

The following shows the type of demand that will be addressed by this service line:

Service Sub-type	Description
Investigation	Refers to causes of problems/errors that occurred to the application
Data Modification: User Error	Refers to data modification services for erroneous system data on an implemented application system caused by wrong inputs/handling by users affecting the application and requiring reversal or correction of such inputs
Data Modification: Exception	Refers to data modification services for erroneous system data in the covered platforms, applications, and interfaces as requested by users for exception handling
System Maintenance	Refers to the facilitation of modification services for erroneous system data in the covered platforms, applications, and interfaces as requested by users for exception handling of existing system table files, shall also include peripheral and activities surrounding the O&M of a system such as support to training, testing or provision of test data, and manual initiation of system processes.

	<p>c. Enhancements</p> <p>This service line involves the creation of new functionality or modification of the current functionalities of the web portal.</p> <p>The following are examples of enhancement activities that vendor may provide to NEA:</p> <ul style="list-style-type: none"> • Change in an enhancement caused by business needs • Update of forms needed to change government requirements • Development and addition of new functionalities in the system <p>The definite scope/planned enhancements shall be defined and agreed upon during the planning stage of the service. Acceptance of the final result with regard to agreed-upon enhancements shall be subject to confirmation of NEA, with corresponding man-hours adjustment. Likewise, enhancements will only be done within the same technology stack currently supported in the project. Enhancements, which will require a new technology other than what is currently used shall be considered.</p>	
	<p>3.) Infrastructure Management</p> <p>a. Infrastructure Monitoring</p> <ul style="list-style-type: none"> • Ensure 100% reliability, availability, and performance standards including operational tasks such as regular backup, disaster recovery, and business continuity. • Provide security to cover best practices including secure coding, vulnerability scanning, and monitoring, firewalls, and data privacy concerning personal information. • Regular monitoring and reporting system of performance utilization, and efficiency • Performs and submits monitoring reports to NEA to ensure that the infrastructure is up and running 	
	<p>b. Infrastructure Maintenance Service</p> <p>Infrastructure Maintenance Service consists of planned or periodic maintenance tasks used to proactively maintain</p>	

	<p>the optimum performance, efficiency, and stability of the NEA BIT System.</p> <ul style="list-style-type: none"> • Provide technical system support including the following: <ul style="list-style-type: none"> - Storage Management - System Programming and Capacity Planning - Performance Tuning - Installation and Maintenance of System Software Products • Provide technical advice and support to the following: <ul style="list-style-type: none"> - Application Development and maintenance staff, as required - Service Desk / Authorized Users as necessary - Application Development and Maintenance (ADM) - In-depth analysis of operations data environment. - Execute the planned changes in capacity requirements. - Perform annual disaster recovery tests with end-users - Create handover documentation, diagnostic scripts - Establish system tuning and performance processes - Execute security measures for the Storage and backup infrastructure 	
	<p>c. Disaster Recovery (DR Management)</p> <ul style="list-style-type: none"> • Implements procedures and tools to operate the availability systems based on the submitted manual of implementation • Provides up-to-date documented Disaster Recovery Plan (DRP)/Business Continuity Plan (BCP) in collaboration/coordination with CSP. 	

4.) Technical Scope

The vendor shall provide the following service lines, covering the platforms listed:

Service Line	Component	Technology/Platform
Service Desk	- Service Desk Personnel - Ticketing Tool	Online Ticketing Resource System (OTRS)
Technology Management	Cloud services specialist or any IT professional with related skills	Other Hardware systems are required for the NEA BIT. Collaboration and monitoring work with CSP and NEA staff to run the NEA BIT
Application Management	Web Portal	ASP Net, Angular JS, and others
	ETL/Data warehouse	SSIS
	Front End/Reports	SSAS, SSRS, Power BI, and others

No disruption of operations or delay shall be allowed caused by the Vendor's inability to implement the project upon commencement of the contract. Application of penalties for delays and or Termination of the contract shall be applied by NEA under the guidelines set forth by R.A. 9184 and its IRR.

5.) Service Schedule and Location

a. Contract Duration and Support Hours

The Vendor shall provide the following support hours:

Service Line	Location/ Support Hours
Service Desk/OTRS	Offsite 24 x 7 support
Application Management	Offsite 8 x 5 (normal business hours) Mondays-Fridays: excluding holidays
Technology or Infrastructure Management	Offsite 24 x 7 excluding holidays

	<p>b. Service Delivery Location</p> <p>The off-site support location shall be at the Vendor’s Office. Vendor shall have a designated technical support office within their premise and if possible within NEA Office for on-site support when necessary. The Service Manager shall regularly visit NEA at an agreed frequency of at least once a month, or as deemed necessary by NEA. Online virtual conferences and meetings shall be allowed as a feasible option.</p> <p>Whenever necessary, NEA may provide network access for the delivery of support services (e.g. network access testing, etc.)</p>							
	<p>c. Service Organization</p> <p>The vendor-required service organization should identify the roles and responsibilities within the Operations and Maintenance Service. All identified personnel in the vendor’s Team should have a minimum of at least 3 or more years of experience in the operations of BI in the cloud and Microsoft Azure environment or equivalent as well as relevant certification on software or related services in the cloud.</p> <p>Below is the required Team Profile of the Vendor. The vendor is required to provide complete Team Profiles (Curriculum Vitae, which includes work experience, and education) of identified personnel deemed as qualified for each role. Submit the name corresponding to the roles identified hereunder as part of technical documents during the bidding period.</p> <table border="1" data-bbox="354 1666 1120 1962"> <thead> <tr> <th data-bbox="354 1666 635 1720">Role</th> <th data-bbox="635 1666 1120 1720">Main Responsibilities</th> </tr> </thead> <tbody> <tr> <td data-bbox="354 1720 635 1850">Account Manager</td> <td data-bbox="635 1720 1120 1850">Provides contact for account-level concerns such as new engagements or new directions for the service</td> </tr> <tr> <td data-bbox="354 1850 635 1962">Service Delivery Manager (SDM)</td> <td data-bbox="635 1850 1120 1962">Acts as a single point of contact for Vendor for service-level deliverables and concerns;</td> </tr> </tbody> </table>	Role	Main Responsibilities	Account Manager	Provides contact for account-level concerns such as new engagements or new directions for the service	Service Delivery Manager (SDM)	Acts as a single point of contact for Vendor for service-level deliverables and concerns;	
Role	Main Responsibilities							
Account Manager	Provides contact for account-level concerns such as new engagements or new directions for the service							
Service Delivery Manager (SDM)	Acts as a single point of contact for Vendor for service-level deliverables and concerns;							

	Manages the tasks of the team to ensure that they are delivered on time
Service Desk Lead or Team	Receives all calls from the users and logs/updates tickets in OTRS (ticketing tool)
Infrastructure Management Lead or Team	Maintains the health of all environments (Development, Test, and Production) and ensures infrastructure availability of the solution in the cloud and on the CSP side during prescribed operating hours.
Application Management Lead or Team	Addresses reported application issues and deploys enhancements to the application per user specification.

6. Demand Management

To properly control the demand of work of NEA, at any peaks or lows during the service, and to properly align the vendor's productive capacity with NEA's demands, sufficient capacity will be ensured all throughout the service. The monitoring of man-hour allocation shall be performed regularly on a monthly basis. The provider shall submit the proposed Workload for Application Management from the start of the project or as may be deemed necessary or as required by NEA.

Any unused or not utilized man-hours in any given month during the duration of the contract will be fully carried over in the succeeding month.

Any deviation from the baseline shall be communicated to the NEA one (1) month before it happens to ensure the efficient allocation of the resources.

Service Line	Man-hours/month
Application Management (Correctives, Functional Support, Enhancements)	500 Man-hours
Infrastructure Management (Infrastructure Maintenance Service and Disaster Recovery Management)	

CLOUD SUBSCRIPTION TECHNICAL SPECIFICATIONS

The main objective is to continue and acquire the same cloud platform service subscription and environment, which will ensure full compatibility, satisfy all NEA-BIT's platform requirements, and provide the necessary software licenses, hardware accessories, and services.

SERVICE FEATURES	REQUIREMENTS
Disaster Recovery and Business Continuity	Automate the recovery of services when a site outage happens at the primary datacenter. Bring over applications in an orchestrated way help restore service quickly
Automation	<p>A cloud-based automation and configuration service that provides consistent management across cloud platform. Must have the following capabilities:</p> <ul style="list-style-type: none"> • Orchestrate process using similar graphical, Power shell • Collect Inventory • Track changes • Assess compliance • Schedule update installation • Role based access control • Heterogeneous
Traffic Management	Capability to control the distribution of traffic across your applications endpoints. Continuous monitoring of endpoint health and automatic failover when endpoints fail.
Data Management	<p>* SQL Database, Data Storage, Import/Export Capabilities and Files Services.</p> <p>* Must support Microsoft SQL Server 2012 and higher.</p>
Identity Management	Capability to run Windows Active Directory to tie the local network and the cloud network together.
IP Requirement	Provide Public IP resources to communicate with other cloud resources, on-premises network, and the Internet.

Security	<p>Inclusion of unified security management platform that includes the following features:</p> <ul style="list-style-type: none"> • Security health monitoring for both cloud and on-premises workloads • Security threat blocking through access and app controls. • Adjustable security policies for maintaining regulatory and standards compliance. • Security vulnerability discovery tools and patches. • Advanced threat detection through security
Privacy	<ul style="list-style-type: none"> • Alerts and analytics must be resilient to attack, able to safeguard user access to the cloud environment, and keep customers data secure.
	<ul style="list-style-type: none"> • Must offer continuous security-health monitoring
	<ul style="list-style-type: none"> • For entire environment across public cloud and on premise Infrastructure.
	<p>Must be covered by the Data Privacy Act.</p>
Back up Capability	<p>Must include automated back-ups and database replication and redundancy capabilities.</p>
Scalable Resources	<p>Provide the capability to increase/decrease resources, as needed, to support any period of unpredictable high/low usage. Scalable resources include but not limited to:</p>
	<ul style="list-style-type: none"> • Bandwidth
	<ul style="list-style-type: none"> • Servers
	<ul style="list-style-type: none"> • Storage • Database Instances
Software Licenses Requirements	<p>Cloud provider will be responsible for licensing, including but not limited to operating systems, servers, databases applications, BI tool and web SSL Certificates.</p>
Period Performance	<p>The period of performance for this subscription is One (1) year pay as you</p>

	go service, subject to renewal upon satisfactory delivery of the provider.
Vendor Support	* Virtual Machine Connectivity must be at least 99.90% at any given time.
	* Vendor must provide online/telephone and onsite support as agreed according to Service Contract. Vendor will provide onsite support after Four (4) hours of downtime
Knowledge Transfer	Vendor must provide knowledge transfer/handover Technical Session and Training for NEA Key Technical Personnel. (Cloud Administration, Basic Troubleshooting, Management and Operations).
Services	Vendor shall move/migrate all resources from current cloud computing platform to the new cloud computing service platform when necessary.

NEA BIT INFRASTRUCTURE REQUIREMENTS

Service Feature	Requirements
Virtual Machines Production Environment (- 540 hours up monthly/ VM)	<p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB)</p> <p>1 Server Instance up to 4 vcpus, 28 GiB memory with Enterprise SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB)</p> <p>1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (128 GiB)</p> <p>1 Server Instance up to 8 vcpus, 64 GiB memory Managed Disk 1 (up to 256 GiB)</p> <p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB)</p> <p>Active Directory Domain Service Enterprise (Primary) DNS Hosted Zone</p>

<p>Performance Environment (-180 hours up monthly/ VM)</p>	<p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB)</p> <p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB)</p> <p>1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (128 GiB)</p> <p>1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (up to 256 GiB)</p> <p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB)</p> <p>Active Directory Domain Service Enterprise (Replica Sets)</p>
<p>Pre-Production Environment (-180 hours up monthly/ VM)</p>	<p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB)</p> <p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB)</p> <p>1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (128 GiB)</p> <p>1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (up to 256 GiB)</p> <p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB)</p>
<p>QA Environment (-180 hours up monthly/ VM)</p>	<p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB)</p> <p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB)</p>

	<p>Managed Disk 2 (Up to 1024 GiB)</p> <p>1 Server Instance up to 2 vcpus, 7 GiB memory</p> <p>Managed Disk 1 (128 GiB)</p> <p>1 Server Instance up to 2 vcpus, 7 GiB memory</p> <p>Managed Disk 1 (up to 256 GiB)</p> <p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL</p> <p>Managed Disk 1 (128 GiB)</p> <p>Managed Disk 2 (Up to 1024 GiB)</p>
<p>Disaster Recovery Environment (Standard A2 v2 - 540 hours up monthly; other VMs - 180 hours up monthly / VM)</p>	<p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL</p> <p>Managed Disk 1 (128 GiB)</p> <p>Managed Disk 2 (Up to 1024 GiB)</p> <p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL</p> <p>Managed Disk 1 (128 GiB)</p> <p>Managed Disk 2 (Up to 1024 GiB)</p> <p>1 Server Instance up to 2 vcpus, 7 GiB memory</p> <p>Managed Disk 1 (128 GiB)</p> <p>1 Server Instance up to 2 vcpus, 7 GiB memory</p> <p>Managed Disk 1 (up to 256 GiB)</p> <p>1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL</p> <p>Managed Disk 1 (128 GiB)</p> <p>Managed Disk 2 (Up to 1024 GiB)</p>
<p>Automation</p>	<p>Process Automation Capability: 500 included minutes and 500 additional minutes, 1 Watcher x 744 hours</p>
<p>Backup</p>	<p>VMs and Database Type, 1 Instance(s) x 1 TB, GRS Redundancy, High Average Daily Churn, 30 Daily RPs, 1 Weekly RPs, 1 Monthly RPs, 1 Yearly RPs, After 1st-month duration, 3174 Total Storage</p>
<p>Data Transfer</p>	<p>150GB (increase if needed)</p>

VPN Gateway	Express Route Gateway, Standard tier, 840 gateway hour(s), 10 S2S tunnels, 128 P2S tunnels, Zero (0) GB, inter-VNET VPN gateway type, Load Balancer
VPN Gateway	VPN Gateways, Basic VPN tier, 744 gateway hours, 10 S2S tunnels, 128 P2S tunnels, 140 GB, Inter-VNET outbound VPN gateway type
Traffic Manager	1 million DNS queries/mo, 9 endpoint(s), 0 Fast endpoint(s), 0 External endpoint(s), 0 Fast external endpoint(s), 0 million(s) of user Measurements. 0 million(s) of data points processed
IP Addresses	15 Dynamic IP Addresses 10 Public IP Addresses 25 Static IP Addresses
Storage Accounts	<ol style="list-style-type: none"> 1. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 2 TB Capacity - Pay as you go, 2. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 600 GB Capacity - Pay as you go, 3. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 588 GB Capacity - Pay as you go, 4. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 567 GB Capacity - Pay as you go, 5. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 395 GB Capacity - Pay as you go, 6. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 267 GB Capacity - Pay as you go, 7. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 200 GB Capacity - Pay as you go
All others not included in the Technical Specs should conform to all requirements of the Terms of Reference (TOR)	

DOCUMENTATION REPORTING

Complete documentation is periodically required (bound) which should include Gantt Charts (schedules), methodologies, schematic diagrams, flow charts, analysis and process flows, as warranted.

Documentation and reporting to be submitted to NEA shall include periodic status reports of the activities performed, to ensure the maintenance and continual improvement of the service. The provider shall periodically develop reports, derived from NEA's Service Desk Ticketing Tool. The list of reports, information to be reported and the frequency of the reporting shall be agreed upon prior to the start of the service.

The vendor should prepare and present progress and status reporting, analytics, monitoring, and service tracking for Cloud Subscription at least twice a month (at the minimum) or as the need arises to the NEA BIT Project Management Team.

The reports shall include the following information:

- Profile of tickets
- Ticket trend analysis
- Service level attainment
- Reasons for not attaining the service levels, if any, and recommendations to meet and/or improve service levels.
- Improvements made if service levels are attained
- Performance and other supporting documents
- Cloud Measured Service
- Cloud Monthly Billing Reports
- Other reports that may be required by NEA

OTHER REQUIREMENTS

1.) Operation & Maintenance

- a. The Vendor shall ensure that the Operation and Maintenance of NEA-BIT meet the compliance demands of NEA.
- b. The Vendor maintains and provides technical support, troubleshooting, and fixes service outages or performance issues to help the organization achieve its primary objective of seamless, full security control and management of the NEA-BIT without interference.
- c. The support hours and location will follow the details in the service hours and location section. In case NEA requires a different support hour, both shall agree and devise a harmonized decision.
- d. Service Desk and Application Support will work primarily off-site, within the provider's premises, except in special situations where some members of the team will need to work in NEA premises, such as Meetings, Presentations, and Problem Isolation (if needed). In such instances, NEA may provide a work area for the provider, with the necessary facilities such as network connection, internet connection, and other equipment, if needed.
- e. Provides direct support to the NEA BIT project Team as they manage transition and sustainability in terms of coaching, communication, and other related concerns.
- f. NEA shall provide access to the necessary information to support the work, provided that the disclosure of the information is not in violation of any applicable confidentiality and privacy laws as well as policies of NEA.
- g. The Vendor shall not replace the assigned employee/staff or agents involved in this project within the entire duration of the Contract, without NEA approval.
- h. The Vendor will commence preparatory activities for the extraction of EC/NEA data from NEA-BIT to the Command Center

	<p>2.) <u>Cloud Subscription</u></p> <p>a. Experience</p> <p>The CSP should have related experience in the provision of similar cloud services in similar environments for at least five (5) years and should have a local support center/engagement or as a fulfiller for cloud other than portal/web service.</p> <p>b. Transfer of Technology</p> <p>The provider shall brief and train NEA's technical personnel on the cloud's basic administration, configuration, and troubleshooting and provide regular updates on technical matters, one month before the end-of-contract.</p>	
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Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); **and**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document. **and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; **and**
- (d) Tax Clearance per EO No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder; **and**
- (j) Complete Team Profiles (Curriculum Vitae, which includes work experience and education) of identified personnel deemed as qualified for each role, as specified in the Terms of Reference (TOR).

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or A** committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation; **and**
- (m) Itemized/detailed costing/breakdown of the cost components of the project proposal submitted/included in the financial bid proposal.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- (o) Original of duly signed and accomplished Financial Bid Form; **and**
- (p) Original of duly signed and accomplished Price Schedule(s).

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

- (q) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (r) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

FORMS

Statement of all Ongoing Government & Private Contracts Including Contracts Awarded But Not Yet Started, If Any, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Below is the list of the list of all on-going government and private contracts awarded to our company including contracts awarded but not yet started as required in Checklist of Technical Documents. Letter (e) of the Bidding Document:

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Date of Delivery	Amount	
						Contract Amount	Value of Outstanding Contract
<u>Government</u>							
<u>Private</u>							
					Total		

Note: This statement shall be supported with NOA, Contract, NTP and other docs. if necessary

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Company Name : _____

Date : _____

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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]

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

BID FORM

Date : _____
 Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Republic of the Philippines



Government Procurement Policy Board