



**SOCIAL SECURITY SYSTEM**

**PHILIPPINE BIDDING DOCUMENTS**

Sixth Edition


# Procurement of GOODS

SUBSCRIPTION OF 2X500 MBPS  
INTERNET SERVICE FOR ACTIVE-  
ACTIVE SETUP OF DATABASE FOR  
MAIN PRODUCTION AND DISASTER  
RECOVERY FOR THREE (3) YEARS

ITB-SSS-GOODS-2022-023

MARCH 2022

Government of the Republic of the Philippines

  
**EMMYLOU G. CESAR**  
Chairperson, TWG

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

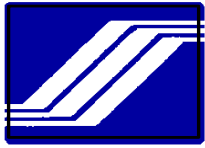
**SLCC** – Single Largest Completed Contract.

**SSS** – Social Security System

**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***



REPUBLIC OF THE PHILIPPINES  
**SOCIAL SECURITY SYSTEM**

East Avenue, Diliman, Quezon City  
 Tel. Nos. (632)8709-7198\*(632)8920-6446

E-mail: [member\\_relations@sss.gov.ph](mailto:member_relations@sss.gov.ph)\*Website <http://www.sss.gov.ph>

**Invitation to Bid**  
**ITB-SSS-Goods-2022-023**

**SUBSCRIPTION OF 2X500 MBPS INTERNET SERVICE FOR ACTIVE-ACTIVE  
 SETUP OF DATABASE FOR MAIN PRODUCTION AND DISASTER  
 RECOVERY FOR THREE (3) YEARS**

Approved Budget for the Contract (ABC) & Source of Fund	Delivery/ Completion Period	Price of Bid Documents (non- refundable)	Schedule of Activities Date/Time	
			Pre-bid Conference	Deadline of submission and receipt of bids
<p><b>₱ 12,427,312.00</b></p> <p>Broken down as follows:  <b>Lot 1: ₱ 6,213,656.00</b></p> <p><b>Lot 2: ₱ 6,213,656.00</b></p> <p>Approved 2022 Corporate            Operating Budget –            Maintenance and Other            Operating Expense (MOOE)            included in February SSC            Update with Code PAP 2022-            007 of the Annual            Procurement Plan (APP)</p>	<p>Within sixty            (60) calendar            days from            receipt of            Notice to            Proceed and            Signed            Contract</p>	<p>₱ 7,000.00</p> <p>₱ 7,000.00</p>	<p>April 19, 2022            (Tuesday)            1:30 p.m.</p>	<p>May 05, 2022            (Thursday)            2:00 p.m.</p>

1. The **SOCIAL SECURITY SYSTEM** now invites Bids for the above item. Delivery of the Goods is required within the period specified above. **Bidders should have completed within five (5) years prior to 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 - Instruction to Bidders.
2. Bids received in excess of the ABC shall be automatically rejected at bid opening.
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 (RIRR) of Republic Act 9184 (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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 5183.

4. Interested bidders may obtain further information from the SSS and inspect the Bidding Documents at the address in the last item of the ITB 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 starting **05 April 2022 up to the scheduled submission & receipt of bids** from the address stated in the last item of the ITB and upon payment of the applicable fee for the Bidding Documents in the amount specified above.

The mode of payment will be on a cash basis payable at the SSS Cash Department, Ground Floor, SSS Main Bldg., upon accomplishment of SSS Form R-6. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

It may also be **downloaded free of charge** from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the SSS, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The SSS will hold a Pre-Bid Conference on the date and time specified above at the Bidding Room, 2<sup>nd</sup> Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City which shall be open to prospective bidders, but attendance shall not be mandatory. To ensure completeness and compliance of bids, bidders are advised to send their authorized technical and/or administrative representatives who will prepare the bid documents.

**The Pre-Bid Conference will be conducted through online conference using Microsoft Teams. Kindly e-mail us on or before 18 April 2022, through e-mail address [bac@sss.gov.ph](mailto:bac@sss.gov.ph), the following:**

- a. **Name of the representative and e-mail address; and**
- b. **Technical and administrative queries.**

7. Bids must be duly received by the BAC Secretariat at the Bidding Room, 2<sup>nd</sup> Floor, SSS Main Building, East Avenue, Diliman, Quezon City on the deadline specified above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the ITB Clause 14.

Bid opening shall be on the date and time specified above at the Bidding Room, 2<sup>nd</sup> Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.

8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time of the immediately succeeding business day in Quezon City.
9. The SSS 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 9184, without thereby incurring any liability to the affected bidder or bidders.
10. The SSS assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in the procurement process, nor does SSS guarantee that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the proposal most advantageous to the agency.
11. For further information, please refer to:

**Bids & Awards Committee**

**The Secretariat**

2<sup>nd</sup> Flr., SSS Main Bldg., East Ave., Diliman, Q.C.

Tel # (632) 8922-1070; 8709-7198 local 5492/6382

Email – [bac@sss.gov.ph](mailto:bac@sss.gov.ph)

12. Bidding Documents maybe downloaded from the PROCUREMENT tab at [www.sss.gov.ph](http://www.sss.gov.ph) starting **05 April 2022.**

  
THE CHAIRPERSON  
BIDS & AWARDS COMMITTEE  


ref.: itb-sss-goods-2022-023-Subscription of 2x500 MBPS





***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *Social Security System* wishes to receive Bids for the Subscription of 2x500 Mbps Internet Service for Active-Active Setup of Database for Main Production and Disaster Recovery for Three (3) Years, with identification number *ITB-SSS-Goods-2022-023*.

The Procurement Project (referred to herein as “Project”) is composed of two (2) lots, 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 CY2022 in the amount of Twelve Million, Four Hundred Twenty-Seven Thousand, Three Hundred Twelve Pesos (P12,427,312.00).

2.2. The source of funding is: Approved 2022 Corporate Operating Budget – Maintenance and Other Operating Expense (MOOE) included in February SSC Update with Code PAP 2022-007 of the Annual Procurement Plan (APP).

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

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

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

- a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 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 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 **Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City** and/or through online conference using **Microsoft Teams** 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 *the last five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

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

## 13. Bid and Payment Currencies

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

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 for *One Hundred Twenty (120) Calendar Days from the Date of the Bid Opening.* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

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

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

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

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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***

# Bid Data Sheet

ITB Clause								
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Subscription of E-LAN/E-Line Services</p> <p style="margin-left: 40px;">b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>							
7.1	Not Applicable							
12	The price of the Goods shall be quoted DDP delivered at the SSS Main Office Building, East Avenue, Diliman, Quezon City and Disaster Recovery Site (to be disclosed to the winning bidder) or the applicable International Commercial Terms (INCOTERMS) for this Project.							
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; margin-left: 40px; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%; text-align: center;">Form of Bid Security</th> <th style="text-align: center;">Amount of Bid Security (Not less than the Percentage of the ABC)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">                     Two percent (2%)                      or                      Lot 1: ₱ 124,273.12                      Lot 2: ₱ 124,273.12                 </td> </tr> <tr> <td style="padding: 5px;">Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td> </tr> <tr> <td style="padding: 5px;">Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td style="text-align: center; vertical-align: middle;">                     Five percent (5%)                      or                      Lot 1: ₱ 310,682.80                      Lot 2: ₱ 310,682.80                 </td> </tr> </tbody> </table> <p style="margin-left: 40px;">* Bank issued securities must be issued by a universal/commercial bank.                      * Surety Bonds must be accompanied by a certification from Insurance Commission that issuer is authorized to issue such security.                      * Bid Securing Declaration must be notarized by a duly commissioned Notary Public.</p>	Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)	Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%) or Lot 1: ₱ 124,273.12 Lot 2: ₱ 124,273.12	Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%) or Lot 1: ₱ 310,682.80 Lot 2: ₱ 310,682.80
Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)							
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%) or Lot 1: ₱ 124,273.12 Lot 2: ₱ 124,273.12							
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.								
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%) or Lot 1: ₱ 310,682.80 Lot 2: ₱ 310,682.80							
19.2	<p>Partial bids are allowed. All goods are grouped in lots. <b><i>Bidders shall have the option of submitting a proposal on any or both lots but shall be awarded for one (1) lot only.</i></b> Evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p>							
19.3	<p>The ABC is <b>₱12,427,312.00</b>, broken down as follows:                      Lot 1 - ₱6,213,656.00                      Lot 2 - ₱6,213,656.00</p> <p>Any bid with a financial component exceeding the ABC per lot as indicated above shall not be accepted.</p>							



20.1	Not Applicable
20.2	<p>The Lowest Calculated Bidder shall submit the following:</p> <ol style="list-style-type: none"> <li>1. Registration certificate from Securities and Exchange Commission (SEC) for corporation including Articles of Incorporation and General Information Sheet (GIS), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document</li> <li>2. 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;</li> <li>3. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)</li> <li>4. Latest Audited Financial Statements</li> <li>5. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS);</li> <li>6. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months filed electronically (EFPS);</li> </ol>
21.1	Not Applicable

*Section IV. General Conditions of Contract*

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## 5. Warranty

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

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

## **6. Liability of the Supplier**

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

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

*Section V. Special Conditions of Contract*

# Special Conditions of Contract

GCC Clause													
1	<p><b>Delivery and Documents –</b>            For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered at the SSS Main Office Building, East Avenue, Diliman, Quezon City and Disaster Recovery Site (to be disclosed to the winning bidder). 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 Network and Communications Department.</p> <p><b>Service Level Requirements –</b></p> <p>1. Circuit availability must be 99.5%. Circuit availability refers to the available period of the subscribed circuit in a given month.</p> <p>Availability is calculated as follows:</p> $\left[ \frac{(\text{Hours in a Day} \times \text{Days in a month}) - \text{Network Outage Time}}{\text{Hours in a Day} \times \text{Days in a month}} \right] \times 100$ <p>Unavailability consists of the number of hours that Service was not available to the SSS excluding scheduled maintenance or any unavailability resulting from (a) SSS’ applications, equipment or facilities (b) SSS negligence (c) reasons of Force Majeure.</p> <p>2. In the event the Service Provider’s network is not available as set forth or in the event the SSS experiences any interruption of the service performance stated below due to Provider’s failure to provide the Service, SSS shall be eligible to receive a rebate in accordance with the following schedule:</p> <p>Credit for interruptions to service will be allowed as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">Length of Interruption (total in a month)</th> <th style="padding: 5px;">Rebate factor</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Less than 30 minutes</td> <td style="padding: 5px;">None</td> </tr> <tr> <td style="padding: 5px;">30 – 179 minutes</td> <td style="padding: 5px;">1/10 day</td> </tr> <tr> <td style="padding: 5px;">180 – 359 minutes</td> <td style="padding: 5px;">1/5 day</td> </tr> <tr> <td style="padding: 5px;">360 – 539 minutes</td> <td style="padding: 5px;">2/5 day</td> </tr> <tr> <td style="padding: 5px;">540 – 719 minutes</td> <td style="padding: 5px;">3/5 day</td> </tr> </tbody> </table>	Length of Interruption (total in a month)	Rebate factor	Less than 30 minutes	None	30 – 179 minutes	1/10 day	180 – 359 minutes	1/5 day	360 – 539 minutes	2/5 day	540 – 719 minutes	3/5 day
Length of Interruption (total in a month)	Rebate factor												
Less than 30 minutes	None												
30 – 179 minutes	1/10 day												
180 – 359 minutes	1/5 day												
360 – 539 minutes	2/5 day												
540 – 719 minutes	3/5 day												

720 – 899 minutes	4/5 day
900 – 1440 minutes	One day

3. Two or more interruption of 30 minutes or more during any period but not up to 3 hours must be considered as one interruption.

Rebate is calculated as follows:

$(\text{Monthly recurring charge} \times \text{rebate factor}) / 30 \text{ days}$

Mean Time to respond of 30 minutes for phone support and 30 minutes for field dispatch after confirmation that problem cannot be resolved via phone support.

4. For any backhaul interruption of 30 minutes or more during any period but not up to 3 hours must be considered as one interruption.

Rebate is calculated as follows:

$(\text{Total Monthly recurring charge of all sites} \times \text{rebate factor}) / 30 \text{ days}$

Mean Time to respond of 30 minutes for phone support and 30 minutes for field dispatch after confirmation that problem cannot be resolved via phone support.

5. SSS Credits must be deducted from the succeeding month's charges, following the procedures below:

- Within five (5) business days upon resolution of the problem and closure of the Trouble Ticket, SSS must contact their assigned Service Provider's Account Manager, via email or written notice, to request a service rebate (SSS Credit) using the issued Trouble Ticket as reference.
- SSS must provide relevant details such as: SSS representative's name and contact information, date and time service interruption was reported to Service Provider's Helpdesk, and date and time service was restored.

6. In the event that the accumulated SSS Credits exceeds fifty percent (50%) of SSS' total annual charges, SSS must have the option to cancel the contract at any time without penalty.

7. The following service unavailability or service disruptions must not constitute downtime or cause computation of SSS Credits.

a) Suspension of Service as a result of the following:

- SSS is in breach, non-compliance, or is in violation of any of the provisions in the Agreement during a Service Outage;
- SSS' non-payment or dues that remain unpaid for more than one hundred twenty (120) days, or other just causes;
- When service is being modified/upgraded per SSS request; or when service is under scheduled maintenance.

b) Downtimes due to security breaches including, but not limited to, hacking or other security lapses (e.g. computer virus attacks from external sources via Internet) on SSS's systems, equipment and network, and mail "bombs" or mail "spamming" (unsolicited e-mails) on the Subscriber's servers;

- c) Downtimes caused by fortuitous events and/or force majeure;
- d) Inability of a Service Provider’s technical staff to gain access after following protocols to SSS’s systems and/or premises for purposes of fault rectification;
- e) SSS equipment, application and circuit malfunction / failure identified as arising from SSS’ fault.

8. The following Problem Severity Levels and Service Response Targets will apply during the term of the contract:

<b>Severity Level</b>	<b>Response Target</b>	<b>Contact</b>
<u>Level One (1)</u> This refers to total service outages.	Frequency of updates on progress of troubleshooting must be at a minimum of every 30 minutes or as needed. Incident report must follow within 24 hours or the next working day.	Service Provider’s Operations Head
<u>Level Two (2)</u> This refers to partial or intermittent service outages	Frequency of updates on progress of troubleshooting must be at a minimum of every 30 minutes or as needed. Incident report must follow within 24 hours or the next working day.	Service Provider’s Project Manager and/or Account Manager
<u>Level Three (3)</u> This refers to services that do not cause critical degradation in service or with no/low impact to SSS operations. (i.e. regular maintenance activities)	Frequency of updates on progress of troubleshooting or maintenance must be at a minimum of every 30 minutes or as needed. Incident report must follow within 24 hours or the next working day. Note, however, that a prior notice must be given to SSS at least 2 days before any scheduled maintenance.	SSS Support Group and/or concerned Support Group Head/Engineer-in-Charge

9. Service Provider must submit outage report within 24 hours for every incident and summary for all the incidents on a monthly basis and upon request of SSS. In case of line disconnection, the Service Provider must be able to diagnose and provide recommendation for problem resolution within four (4) hours.

9.1 Within (2) hours upon receipt of notice, either through phone or in writing, the Service Provider must call the concerned unit and address the problem.

9.2 If the problem has not been resolved over the phone, the Service Provider must be on site within two (2) hours and resolve the problem.

**Other Requirements**

- 1. On link with request for transfer



- a.) Upon receipt of request from SSS-NCD, the Service Provider shall provide for the transfer of the circuit within the contract term without a fee.
- b.) Delay on the part of the Service Provider in the performance of their obligations shall render the Service Provider liable for *Liquidated Damages*.

Liquidated damages are computed as follows:

The amount shall be equal to one-tenth (1/10) of one percent (1%) of the cost of the affected link for every calendar day of delay until such link is finally restored and accepted by SSS.

2. The Service Provider must at all times maintain a reasonable supply of replacement and spare parts to effect the remedial services required.
3. Service Provider must submit outage report within 24 hours for every incident and summary for all the incidents on a monthly basis and upon request of SSS
4. The Service Provider must render all the required and necessary services in accordance with accepted standards, conventions and practices; and in compliance with applicable laws, rules and regulations governing the installation, operation and maintenance of a Point-to-Point WAN.
5. The Service Provider must operate, maintain and manage the Point-To-Point WAN connectivity as an active link.
6. Within the contract period, the Service Provider must provide a 24/7 Technical Support Service.
7. The Service Provider must be responsible for the connectivity and the needed equipment/active components for the said Point-to-Point WAN connection.
8. The Service Provider must be responsible for all installation works that complies with SSS NCD requirements. All installation plans must be approved by SSS NCD prior to implementation.
9. The Service Provider may use the existing SSS cabling system and other network equipment in the commissioning of its services.
10. The Service Provider must be responsible for all restoration works.

**Transportation –**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to

	<p>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><b>Intellectual Property Rights –</b></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><b>Contract Extension -</b></p> <p>Unless terminated officially through a written notice, at the end of the 3-year term of the Agreement, the Agreement shall be extended on a month-to-month basis under the same terms and conditions until a new contract is drawn, agreed, and signed by both parties. Provided that such extension shall not exceed twelve (12) months in succession.</p>
2.2	<p>The terms of payment which shall be credited to the LANDBANK or DBP account of the service provider, as follows:</p> <ul style="list-style-type: none"> <li>- On a monthly basis (36 equal payments), upon complete and successful delivery of monthly services, and</li> <li>- Submission of the applicable Statement of Account (SOA) together with the latest monthly and quarterly tax declaration.</li> </ul> <p>The payment shall be subject to retention of Withholding Tax and other applicable taxes in accordance with existing Laws and BIR Rules and Regulations, to be remitted directly to the BIR by the SSS.</p> <p>Payment using Letter of Credit is not allowed.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p><u>PERFORMANCE / ACCEPTANCE TESTING</u></p> <ol style="list-style-type: none"> <li>1. The proposed products shall undergo a performance test for a period of <b>fifteen (15) calendar days</b>, which shall commence on the first Monday immediately following the day when the Advice of Complete Installation is submitted by the supplier.</li> <li>2. The acceptance testing shall be conducted by the designated representatives of SSS' Network &amp; Communications Department, TWG and SSS Inspection Team.</li> <li>3. Supplier must therefore ensure that product is ready for performance and acceptance testing within <b>sixty (60) calendar days</b> upon receipt of notice to proceed.</li> </ol>

	<p>4. Immediately upon successful completion of the product performance evaluation, SSS shall notify the Supplier in writing of acceptance of the product and issue the <b>Certificate of Final Acceptance</b> to authorize payment, subject to the applicable COA rules and regulations. Please see <b>Acceptance Criteria</b>.</p> <p>Warranty shall start upon the issuance of the Certificate of Final Acceptance.</p> <p>5. If successful completion of the performance period is not attained within sixty (60) calendar days from the Notice of Complete Installation by the Supplier, SSS shall have the option of terminating the contract or continuing the product performance evaluation.</p> <p>However, in continuing the product performance evaluation, a daily penalty of 1/10 of 1% of the contract price shall be imposed on the Supplier. The SSS' option to terminate the contract shall remain in effect until such time a successful completion of the performance test is attained. However, when the penalty amount has reached 10% of the total contract price, the SSS shall automatically terminate the contract.</p> <p>Upon cancellation of the contract, SSS shall forfeit the performance security and the contract may be awarded to the next bidder with Lowest Calculated and Responsive Bid.</p> <p>In awarding the contract to the bidder with the next Lowest Calculated and Responsive Bid, the forfeited performance security will be applied to the difference in the bid price. If the forfeited performance security is insufficient, the bidder whose bond was forfeited shall shoulder the remaining difference in cost.</p> <p>No payment will be made until the product is accepted and based on the Technical Specifications (see Section VII).</p> <p><u>ACCEPTANCE CRITERIA</u></p> <ol style="list-style-type: none"> <li>1. The Service Provider must install a total of one (1) - five hundred (500) Mbps circuit between SSS Main Office and DR site.</li> <li>2. Must support Open Shortest Path First (OSPF) Protocol &amp; EIGRP</li> <li>3. All Services must be fully compatible with SSS existing network equipment, software and network protocol.</li> </ol>
6	<p><b>Liability of the Supplier</b></p> <ol style="list-style-type: none"> <li>1. CONFIDENTIALITY. Neither party shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the works, any confidential information, acquired from an information holder in connection with the performance of this Contract, unless: (i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law.</li> </ol> <p>The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the Agreement.</p>

2. **MERGER AND CONSOLIDATION.** In case of merger, consolidation or change of ownership of the SUPPLIER with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the Agreement.

3. **FORCE MAJEURE.** SUPPLIER shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that SUPPLIER's delay in performance or other failure to perform its obligations under this Agreement is the result of a force majeure.

For purposes of this Agreement the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which SUPPLIER could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by SUPPLIER. Such events may include, but not limited to, acts of SSS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a force majeure situation arises, SUPPLIER shall promptly notify SSS in writing of such condition and the cause thereof. Unless otherwise directed by SSS in writing, SUPPLIER shall continue to perform its obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.

4. **NON-ASSIGNMENT.** SUPPLIER shall not assign its rights or obligations under this Agreement, in whole or in part, except with SSS's prior written consent. SUPPLIER shall not subcontract in whole or in part the PROJECT and deliverables subject of this Agreement without the written consent of SSS.

5. **WAIVER.** Failure by either party to insist upon the other strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

6. **CUMULATIVE REMEDIES.** Any and all remedies granted to the parties under the applicable laws and the Contract shall be deemed cumulative and may therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently.

7. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** It is expressly and manifestly understood and agreed upon that the employees of SUPPLIER assigned to perform the PROJECT are not employees of SSS. Neither is there an employer-employee relationship between SSS and SUPPLIER.

The Agreement does not create an employer-employee relationship between SSS and the SUPPLIER including its personnel; that the services rendered by the personnel assigned by SUPPLIER to SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such; that its personnel assigned to SSS are not entitled to benefits enjoyed by SSS' officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA),

ACA, etc.; that these personnel are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of SSS; that they have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of sixty-five (65); and that they possess the education, experience and skills required to perform the job. The SUPPLIER hereby acknowledges that no authority has been given by SSS to hire any person as an employee of the latter. Any instruction given by SSS or any of its personnel to SUPPLIER's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of project performed hereunder. The SUPPLIER shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract.

8. PARTNERSHIP. Nothing in the contract shall constitute a partnership between the parties. No party or its agents or employees shall be deemed to be the agent, employee or representative of any other party.
9. COMPLIANCE WITH SS LAW. SUPPLIER shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated. Should SUPPLIER fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from SUPPLIER's receivables under this Agreement.

Further, prescription does not run against SSS for its failure to demand SS contributions or payments from SUPPLIER. Moreover, SUPPLIER shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.

10. COMPLIANCE WITH LABOR LAWS. SUPPLIER, as employer of the personnel assigned to undertake the PROJECT, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices.

It is agreed further, that prior to the release of any payment by SSS to SUPPLIER, its President or its duly authorized representative, shall submit a sworn statement that all monies due to all its employees assigned to the PROJECT as well as benefits by law and other related labor legislation have been paid by SUPPLIER and that he/she assumed full responsibility thereof.

11. COMPLIANCE WITH TAX LAWS. SUPPLIER shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by SUPPLIER to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.

As required under Executive Order (EO) 398, s. 2005, SUPPLIER shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Agreement. SUPPLIER, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle SSS to suspend or terminate this Agreement.

12. **LIQUIDATED DAMAGES.** If SUPPLIER fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in the PBD inclusive of duly granted time extensions if any, SSS shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), SSS may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it.

13. **HOLD FREE and HARMLESS.** SUPPLIER agrees to defend, indemnify, and hold SSS free and harmless from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the implementation of the Agreement. In addition, SUPPLIER agrees to indemnify SSS for any damage as a result of said implementation.

SUPPLIER hereby assumes full responsibility for any injury, including death, loss or damage which may be caused to SSS' employees or property or third person due to SUPPLIER's employees' fault or negligence, and further binds itself to hold SSS free and harmless from any of such injury or damage. SSS shall not be responsible for any injury, loss or damage which SUPPLIER or any of its employees may sustain in the performance of SUPPLIER's obligations under this Agreement.

14. **SETTLEMENT OF DISPUTES.** If any dispute or difference of any kind whatsoever shall arise between SSS and SUPPLIER in connection with or arising out of this Agreement, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If after thirty (30) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either SSS or SUPPLIER may give notice to the other Party of its intention to commence arbitration, in accordance with RA No. 876, otherwise known as the "Arbitration Law" and RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004," in order to settle their disputes.

No arbitration in respect of this matter may be commenced unless such notice is given.

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

15. **VENUE OF ACTIONS.** In the event court action is necessary in order to promote Arbitration, such action shall be filed only before the proper courts of Quezon City, to the exclusion of all other venues.

16. GOVERNING LAW. The Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines.

17. AMENDMENTS. This Agreement may be amended only in writing and executed by the parties or their duly authorized representatives.

18. SEPARABILITY. If any one or more of the provisions contained in the contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid illegal or unenforceable term of provision.

19. BINDING EFFECT. The Agreement shall be binding upon the Parties hereto, their assignee/s and successor/s-in-interest.

## *Section VI. Schedule of Requirements*

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	<i>LOT 1 - Subscription of 500 Mbps Internet Service for Active-Active Setup of Database for Main Production and Disaster Recovery for Three (3) Years;</i>	500 Mbps	<b>1</b>	<p>Within sixty (60) calendar days from receipt of notice to proceed and Signed Contract.</p> <p>Subscription will commence simultaneously upon delivery</p>
2	<i>LOT 2 - Subscription of 500 Mbps Internet Service for Active-Active Setup of Database for Main Production and Disaster Recovery for Three (3) Years;</i>	500 Mbps	<b>1</b>	<p>Within sixty (60) calendar days from receipt of notice to proceed and Signed Contract.</p> <p>Subscription will commence simultaneously upon delivery</p>





## *Section VII. Technical Specifications*

# Technical Specifications

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>		
<p><b>Subscription of 500 Mbps E-Line Service for Active-Active Setup of Database for Main Production and Disaster Recovery for Three (3) Years</b></p> <p><b>(Applicable for Lot 1 and Lot 2)</b></p>		
	<b>FUNCTIONAL / TECHNICAL SPECIFICATIONS / OTHER REQUIREMENTS</b>	
1	Must be able to provide 500 Mbps point-to-point ethernet connectivity solution	
2	Has the expertise with minimum of five (5) year experience in provisioning E-Line/DLL service.	
3	The Service provider must be ISO 27001 certified within the last three (3) years prior to the submission and opening of bids.	
4	Service Provider must have Customer Service Hotline or Helpdesk for timely and responsive trouble reporting, incident handling, problem escalation and field support for all connectivity related issues. The Call Service shall be available 24 hours a day, 7 days a week including holidays.	



***Section VIII. Checklist of Technical and  
Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); if non- Platinum members, submit the following:
- (b) PhilGEPS Registration, and
- (c) 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**
- (d) 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**
- (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (f) 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**
- (g) 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 five (5) years period prior to the submission and opening of Bids; and**
- (h) Original copy of Bid Security (Cash, Letter of Credit, Surety Bond). 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**
- (i) Conformity with the Schedule of Requirements (Section VI) and Technical Specifications (Section VII), which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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 copy Authority to Notarize issued to the Notary Public by the Regional Trial Court.

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

For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos:

- (k) Copy of Treaty, International or Executive Agreement; **or**
- (l) 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.
- (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**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.

Financial Documents

- (o) 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**
- (p) 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.

**II. FINANCIAL COMPONENT ENVELOPE**

- (q) Original of duly signed and accomplished Financial Bid Form; **and**
- (r) Original of duly signed and accomplished Price Schedule(s)/Bid Breakdown.

**IMPORTANT REMINDERS**

- A) Each and every page of the **Bid Forms/Price Schedule(s)/Bid Breakdown**, under Section VIII: Checklist of Technical and Financial Documents hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- B) Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.
- C) Bid documents shall be compiled in a folder/binder with the Annexes properly labeled with tabs/separators.
- D) Bidders shall submit their bids through their duly authorized representative enclosed in separate sealed envelopes, which shall be submitted simultaneously:
  - a) The first three individually sealed envelopes shall contain the folder/binder of the Eligibility Requirements and Technical Component of the bid; prepared in three copies labeled as follows:  
  
Envelop (1): ORIGINAL – Eligibility Requirements and Technical Component  
Envelop (2): COPY1 – Eligibility Requirements and Technical Component  
Envelop (3): COPY2 – Eligibility Requirements and Technical Component
  - b) The next three individually sealed envelopes shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:  
  
Envelop (4): ORIGINAL – Financial Component  
Envelop (5): COPY1 – Financial Component  
Envelop (6): COPY2 – Financial Component
  - c) Bidders shall enclose, seal and mark the following:  
  
Envelop (7): Envelope (1) and Envelope (4) enclosed in one sealed envelope marked "ORIGINAL-BID"

Envelop (8): Envelope (2) and Envelope (5) enclosed in one sealed envelope marked "COPY1-BID"

Envelop (9): Envelope (3) and Envelope (6) enclosed in one sealed envelope marked "COPY2-BID"

- d) Envelopes (7) to (9) shall then be enclosed in a single sealed, signed final/outer envelope/package/box
- e) All envelopes (Envelopes (1) to (9) and the final/outer envelope/package/box) shall indicate the following:
  - addressed to the Procuring Entity's BAC
  - name and address of the Bidder in capital letters
  - name of the contract/project to be bid in capital letters
  - bear the specific identification/reference code of this bidding process
  - bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids

<p><b>THE CHAIRPERSON</b> BIDS AND AWARDS COMMITTEE 2<sup>ND</sup> FLOOR, SSS MAIN BUILDING EAST AVENUE, DILIMAN, QUEZON CITY</p> <p>NAME OF BIDDER : _____ ADDRESS : _____</p> <p>NAME OF PROJECT: _____ ITB REFERENCE NUMBER: _____</p> <p style="text-align: center;">DO NOT OPEN BEFORE (the date and time for the opening of bids)</p>
---

- E) Bids submitted after the deadline shall only be marked for recording purposes, shall not be included in the opening of bids, and shall be returned to the bidder unopened.
- F) Bidders shall submit a copy of the Authority to Notarize issued by the Regional Trial Court to the Notarial Public.

# FORMS

**Bid Form for the Procurement of Goods**

**BID FORM**

SUBSCRIPTION OF 2X500 MBPS INTERNET SERVICE FOR ACTIVE-ACTIVE SETUP OF DATABASE FOR MAIN PRODUCTION AND DISASTER RECOVERY FOR THREE (3) YEARS

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

To: **SOCIAL SECURITY SYSTEM**  
East Avenue, Diliman, Quezon City

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] SUBSCRIPTION OF 2X500 MBPS INTERNET SERVICE FOR ACTIVE-ACTIVE SETUP OF DATABASE FOR MAIN PRODUCTION AND DISASTER RECOVERY FOR THREE (3) YEARS 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 Currency	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(s)/Bid Breakdown**

Name of Bidder \_\_\_\_\_

Invitation to Bid Number \_\_\_\_\_

<b>COST COMPONENT</b>	<b>LOT 1</b>	<b>LOT 2</b>
1. THREE (3) YEARS SUBSCRIPTION OF 2X500 MBPS INTERNET SERVICE FOR ACTIVE-ACTIVE SETUP OF DATABASE FOR MAIN PRODUCTION AND DISASTER RECOVERY	₱	₱
2. Delivery Fee	<b>F R E E</b>	
<b>Total Cost/Bid</b>	₱	₱

**Note:**

1. Any bid exceeding the ABC of **₱ 6,213,656.00** per lot shall not be accepted.
2. Fill up all required items/field in the bid breakdown. Failure to indicate any of the following shall mean outright disqualification since bid is considered Non-Responsive.
  - If the item is given for free, indicate dash (-), zero (0) or free
  - If the item is not applicable, indicate N/A
3. Please use the copy of the Bid Breakdown provided to the bidders.
4. All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
5. Bid proposal must be inclusive of all applicable taxes.
6. Warranty requirement is at no cost to SSS.

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

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

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

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

**Formula in the Computation of NFCC**

---

\_\_\_\_\_  
NAME OF PROJECT  
\_\_\_\_\_

NAME OF COMPANY

NFCC = 15 (Current Assets – Current Liabilities) – Value of All Outstanding Works under On-going Contracts including Awarded Contracts yet to be started)

YEAR	CURRENT ASSETS	CURRENT LIABILITIES
TOTAL		

**Value of Outstanding Works under On-going Contracts:**

CONTRACT DESCRIPTION	TOTAL CONTRACT AMOUNT AT AWARD	PERCENTAGE OF PLANNED AND ACTUAL ACCOMPLISHMENT	ESTIMATED COMPLETION TIME
<b>TOTAL</b>			

Use additional sheet/s, if necessary

FORMULA:

$$15 \left( \frac{\text{Current Assets} - \text{Current Liabilities}}{\text{Current Assets} - \text{Current Liabilities}} \right) - \frac{\text{Total Outstanding Works}}{\text{Total Outstanding Works}} = \text{NFCC}$$

P \_\_\_\_\_  
NFCC

Prepared and Submitted by:

\_\_\_\_\_  
Signature over Printed Name

---

(Name of Bank)

**COMMITTED LINE OF CREDIT CERTIFICATE**

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

**Social Security System (SSS)**  
SSS Main Building, East Avenue  
Diliman, Quezon City

CONTRACT PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING	:	_____
INSTITUTION	:	_____
ADDRESS	:	_____
AMOUNT	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance by the Social Security System.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of Social Security System.

\_\_\_\_\_  
Name and Signature of Authorized Financing Institution Office

\_\_\_\_\_  
Office Designation

Concurred by:

\_\_\_\_\_  
Name & Signature of (Supplier/Distributor/Manufacturer/Contractor) Authorized Representative

\_\_\_\_\_  
Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
Philippines, Affiant exhibited to me his/her competent Evidence of Identity (as defines by the 2004  
Rules on Notarial Practice \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

NOTARY PUBLIC

Doc No. : \_\_\_\_\_  
Page No. : \_\_\_\_\_  
Book No. : \_\_\_\_\_  
Series of : \_\_\_\_\_

**(Note: The amount committed should be machine validated in the Certificate itself)**

**FORM-05**

**STATEMENT OF ON-GOING GOVERNMENT AND PRIVATE CONTRACTS**

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT

**FORM-06**

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO  
THE PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC  
WITH ATTACHED SUPPORTING DOCUMENTS (i.e. P.O/CONTRACTS)**

NAME OF CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS



**Bid Securing Declaration Form**

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]

GPPB Resolution No. 16-2020, dated 16 September 2020

**Contract Agreement Form for the Procurement of Goods (Revised)**

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

**SUBSCRIPTION OF 2X500 MBPS INTERNET SERVICE FOR ACTIVE-ACTIVE SETUP OF DATABASE FOR MAIN PRODUCTION AND DISASTER RECOVERY FOR THREE (3) YEARS**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and



- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
- 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

for:

for:

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

*GPPB Resolution No. 16-2020, dated 16 September 2020*

**Omnibus Sworn Statement (Revised)**

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

GPPB Resolution No. 16-2020, dated 16 September 2020

**Performance Securing Declaration (Revised)**

[As alternative performance security to be submitted by the winning bidder within ten (10) days from receipt of Notice of Award]

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

