

# **PHILIPPINE BIDDING DOCUMENTS**

Republic of the Philippines

# **PROCUREMENT OF GOODS**

**First Edition  
May 2025**



**SOCIAL SECURITY SYSTEM**

**PROCUREMENT  
OF  
GOODS**

**ENTERPRISE BACKUP**

**ITB-NGPA-SSS-GOODS-2026-034**

**APRIL 2026**

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## ***Glossary of Acronyms, Terms, and Abbreviations***

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BDS – Bid Data Sheet.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

COS – Contract of Service.

CPI – Consumer Price Index.

DDP – Delivered Duty Paid.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

INCOTERMS – International Commercial Terms.

IRR – Implementing Rules and Regulations.

ITB – Instructions to Bidders.

JO – Job Order.

LCB- Lowest Calculated Bid.

LCRB – Lowest Calculated Responsive Bid.

LGU – Local Government Unit

LoC – Letter of Credit.

MAB – Most Advantageous Bid.

MARB – Most Advantageous Responsive Bid.

MEARB – Most Economically Advantageous Responsive Bid.

MYCA – Multi-Year Contracting Authority.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

PSA – Philippine Statistics Authority.

RA No. – Republic Act Number.

SARB – Single Advantageous Responsive Bid.

SCC - Special Conditions of Contract.

SCRB – Single Calculated Responsive Bid.

SEARB – Single Economically Advantageous Responsive Bid.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

## ***Definition of Terms***

**Bid** – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[c]).

**Bidder** – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[d]).

**Bidding Documents** – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective Bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR, Section 5[e]).

**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.

**Contract Price** - the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

**Effective Date of the Contract** – the date indicated in the contract. However, the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed.

**Foreign-funded Procurement or Foreign-Assisted Project** – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

**Framework Agreement** – is a procurement strategy which shall be in the nature of an option contract between the Procuring Entity and the Bidder that stipulates the terms and conditions to be applied in subsequent contracts for the procurement of Goods, Infrastructure Projects, and Consulting Services with a single or multiple contractor, manufacturer, supplier, distributor, consultant, and service provider to expand the pool of prospective Bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings. (IRR, Section 16.2).

**Goods** – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition; (IRR, Section 5[n])

**MARB** – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.

MEARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, and the responsiveness of its bid to the technical requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

Online submission – pertains to the submission of the bid for Goods and the bid envelopes containing the technical and financial components of the bid through electronic means or through the electronic bidding facility of the PhilGEPS.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects 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.

Services - means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by its Bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, or consultant, or service provider.

Verified Report - the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

***Section I. Invitation to Bid***



Republic of the Philippines  
**SOCIAL SECURITY SYSTEM**

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**INVITATION TO BID FOR  
ENTERPRISE BACKUP**  
(ITB-NGPA-SSS-GOODS-2026-034)

- 1) The *Social Security System (SSS)*, through the *Approved 2026 Corporate Operating Budget with Code (PAP) 2026-0266 (17<sup>th</sup> Update for the month of March) of the 2026 Annual Procurement Plan (APP)* intends to apply the sum of *Four Hundred Sixteen Million Twenty-Six Thousand Seven Hundred Fifteen Pesos and Sixty-Four Centavos (₱416,026,715.64)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Enterprise Backup*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2) The SSS now invites bids for *Enterprise Backup*. Delivery of the Goods required is *within One Hundred Eighty (180) calendar days from receipt of Notice to Proceed and Signed Contract*.
- 3) Bidders should have completed within a period of five (5) years prior to the date of submission and receipt of bids, any of the following:
  - a. A Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC; or
  - b. A combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, to wit:
    - i. The bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and
    - ii. The bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.

The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

- 4) Bidding will be conducted through competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the IRR of RA No. 12009.
- 5) The award criteria to be adopted for this Project is Lowest Calculated and Responsive Bid (LCRB), where the considerations for the award of contracts are the eligibility of the bidder, the responsiveness of its bid to technical requirements, and the lowest financial bid
- 6) Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

In case of Joint Venture, persons or entities forming themselves into a joint venture, i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA: Provided further, That the primary purpose of each member of the joint venture must be similar or related to the requirement of the project to be bid out.

- 7) Interested Bidders may obtain further information from SSS and inspect the Bidding Documents at the address given below from *Monday to Friday, 8:00 a.m. to 5:00 p.m.*
- 8) A complete set of Bidding Documents may be acquired by interested Bidders on **18 April 2026** from the address given below upon payment of the applicable fee for the Bidding Documents in the amount of **₱45,000.00**

The mode of payment will be on a cash basis payable at the SSS Cash Management 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 Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 9) The SSS will hold a Pre-Bid Conference on **27 April 2026 (Monday), 10:00a.m.** at *Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City* and/or through video conferencing via *Microsoft Teams*, which shall be open to prospective Bidders.
- 10) Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through manual submission at the office address indicated below on or before **13 May 2026 (Wednesday) at 2:00p.m.** Late bids shall not be accepted.
- 11) All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in ITB Clause 16.1.
- 12) Bid opening shall be on **13 May 2026 (Wednesday) at 2:00p.m.** at *Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City* and/or via *Microsoft Teams*. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.
- 13) The SSS warns the public and bidders against unscrupulous individuals or groups posing as SSS officers or employees and soliciting money, gifts, favors, or other benefits for alleged assistance or any purpose. DO NOT GIVE anything to these unscrupulous individuals or groups. The SSS enjoins the cooperation of the public and bidders in reporting such persons/groups to the SSS Bids and Awards Committee (BAC) and the BAC Secretariat.
- 14) 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 Section 70 of R.A. No. 12009, without incurring any liability to the affected Bidder or Bidders.

15) For further information, please refer to:

*Rosalyn D. Azul-Condat*  
*Bids and Awards Committee Secretariat Department*  
*2nd Flr., SSS Main Bldg., East Ave., Diliman, Quezon City*  
*Tel. Nos. (632) 8922-1070; 8709-7198 local 3424/3420*  
*Email – [bac@sss.gov.ph](mailto:bac@sss.gov.ph)*

16) You may visit <https://www.sss.gov.ph/opportunities> for downloading of Bidding Documents.

**18 April 2026**



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**THE CHAIRPERSON  
BIDS AND AWARDS COMMITTEE**

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

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## **A. General**

### **1) Scope of Bid**

- 1.1 The Procuring Entity, named in the **BDS** invites bids for the Project with Identification Number which shall be specified in the **BDS**.
- 1.2 The Project is composed of number of lots or items as provided in the **BDS**, the details of which are described in Section VII. Technical Specifications.

### **2) Source of Funds**

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for this Project to cover eligible payments under the contract.

### **3) Corrupt, Fraudulent, Collusive, and Coercive Practices**

- 3.1 Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
  - a) defines, for purposes of this provision, the following terms under existing laws, rules, and regulations:
    - i) “corrupt practice” means an act by which officials in the public or private sectors improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA No. 3019.
    - ii) “fraudulent practice” means a misrepresentation of facts for purposes of influencing a procurement process or the execution of a contract to the detriment of the Procuring Entity, which includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
    - iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

v) “obstructive practice” is

- a) deliberately destroying, falsifying, altering or concealing of evidence material to administrative proceedings or investigation or making false statements to investigators in order to materially impede administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution relative to allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent the latter from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
- b) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

b) Undertakes to reject a proposal for award upon *prima facie* determination that the Bidder recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Bidder or Supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

#### 4) Conflict of Interest

4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) and (f) below:

- a) A Bidder has controlling shareholders or beneficial owners in common with another Bidder;
- b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- c) A Bidder has the same legally authorized representative as that of another Bidder for purposes of this bid;
- d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the

bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process; This may include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;

- e) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.
- f) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2 All Bidding Documents shall be accompanied by an omnibus sworn statement of the Bidder that it is not related, by consanguinity or affinity up to the third level, to the HoPE, Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and BAC Secretariat.

4.3 The Bidder shall also disclose the ultimate beneficial ownership of an entity. Failure to comply shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:

- a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;
- b) In the case of partnerships, to the partnership itself and its partners;
- c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;
- d) A partnership, joint venture or consortium which is blacklisted or which has blacklisted member/s or partner/s, as well as a person or entity who is a member of a blacklisted joint venture or consortium, are, likewise not allowed to participate in any government procurement during the period of suspension or blacklisting; and
- e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part of shall also be blacklisted.

## **5) Eligible Bidders**

- 5.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Goods, the following persons shall be eligible to participate in this bidding:
- a) Duly-licensed Filipino citizens or sole proprietorships;
  - b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
  - c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
  - d) Cooperatives duly organized under the laws of the Philippines; and
  - e) Persons or entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA); Provided, further, that the primary purpose of each member of the JV must be similar to or related with the requirements of the project to be bid out.
- 5.2 Foreign Bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- a) When provided for under any treaty or international or executive agreement as provided in Section 4 of the IRR;
  - b) When the foreign supplier is a citizen, corporation, or association of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - c) When the Goods sought to be procured are not available from local suppliers; or
  - d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3 GOCCs may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4 The Bidder must have completed, within a period of ten (10) years from the submission of the bid, unless a shorter period is indicated in the Invitation to Bid and **BDS**, a Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value must be equivalent to at least fifty percent (50%) of the ABC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices.

- 5.5 If the Procuring Entity determines that it is necessary to adopt a different SLCC requirement to ensure broader Bidder participation while establishing their technical capacity, it may allow Bidders to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus:
- a) The Bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and
  - b) The Bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.

For this purpose, the Procuring Entity may clarify in the **BDS** the definition or description of what it considers to be a similar project, which must be germane to the kind, class, or genus of goods or services to be procured, guided by the principle of proportionality and fit-for-purpose approach.

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

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

The values of the domestic Bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR not earlier than two (2) years prior to date of bid submission.

For purposes of computing the foreign Bidders' NFCC, the value of the current assets and current liabilities shall be based on their latest AFS prepared in accordance with International Financial Reporting Standards.

If the Bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. Provided that, if issued by a foreign bank, it shall be confirmed or authenticated by a local bank.

## **6) Bidder's Responsibilities**

- 6.1 The Bidder or its duly authorized representative shall submit an omnibus sworn statement, in the form prescribed in Section VIII. Philippine Bidding Document Related Forms, as required in ITB Clause 12.1(viii).
- 6.2 Before submitting their bids, the Bidder is deemed to be knowledgeable with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.3 The Bidder undertook the following responsibilities:
  - a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;

- b) Acknowledged all conditions, local, or otherwise, affecting the implementation of the contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
- d) Complied with the responsibility to inquire, or secure the Supplemental Bid Bulletin(s) as provided under ITB Clause 10.4;
- e) Ensured that it is not “blacklisted” or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB; by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
- f) Ensured that each of the documents submitted in satisfaction with the bidding requirements is an authentic copy of the original, complete, and that all statements and information provided therein are true and correct;
- g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;
- h) Ensured that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute, and perform any and all acts necessary to participate, submit the bid, to sign, and execute the ensuing contract, accompanied by the duly-notarized Special Power of Attorney, Board, or Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- i) Complied with the disclosure provision under Section 81 and 82 of RA No. 12009 and its IRR, in relation to other provisions of RA 3019;
- j) Complied with existing labor laws and standards, in the case of procurement of services. Moreover, the Bidder undertakes to:
  - i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or Collective Bargaining Agreement (CBA); or arbitration award, if and when applicable.
 

In case there is a finding by the Procuring Entity or the Department of Labor and Employment (DOLE) of underpayment or non-payment of workers’ wages and wage-related benefits, the Bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of RA No. 12009, without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.
  - ii) Comply with Occupational Safety and Health Standards (OSHS) and correct deficiencies, if any.

In case of imminent danger, injury, or death of the worker, the Bidder undertakes to suspend contract implementation pending clearance to resume from the DOLE Regional Office, in compliance with the Work Stoppage Order; and

- iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work, and other benefits under prevailing national laws, rules and regulations; or CBA; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises.
- k) Ensured that it 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.
- l) Examined all instructions, forms, terms, and specifications in the Bidding Documents.
- m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (i) the location and the nature of this Project; (ii) climatic conditions; (iii) transportation facilities; and (iv) other factors that may affect the cost, duration, and execution or implementation of this Project.
- n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin/s issued, are correct and consistent. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible Bidder out of the data furnished by the Procuring Entity.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.4 Further, the Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

6.5 Furthermore, the Bidder should be aware that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## 7) **Origin of Goods**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations (UN) Security Council taken under Chapter VII of the Charter of the UN.

## 8) Subcontracts

- 8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the HoPE and as stated in the **BDS**. However, the subcontracted portion shall not exceed twenty percent (20%), or a different percentage of the ABC, on a per project basis, as approved by the GPPB.
- 8.2 Subcontracting of any portion of this Project shall not relieve the Bidder from any liability or obligation that may arise from the contract.
- 8.3 Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor. Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the Project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor.
- 8.4 Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the **BDS**.

## B. Contents of Bidding Documents

### 9) Pre-Bid Conference

- 9.1 If so specified in the **BDS**, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 9.2 The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid and other bidding documents in the PhilGEPS.
- 9.3 Bidders are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Bidder will in no way prejudice its bid. The Bidder is deemed to know any changes and/or amendments to the Bidding Documents, as may be provided in the Supplemental Bid Bulletin.  
  
The proceedings of the pre-bid conference shall be recorded, and the corresponding minutes shall be prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective Bidders not later than five (5) days upon written request.
- 9.4 Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

### 10) Clarification and Amendment of Bidding Documents

- 10.1 Prospective Bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the BAC of the Procuring Entity at the address or electronic mail indicated in

the **BDS** or through the electronic bidding facility of PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

- 10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3 Supplemental Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective Bidders, including those who have properly secured the Bidding Documents, to inquire and secure Supplemental Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental Bid Bulletin must be accordingly informed by the BAC and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

## **C. Preparation of Bids**

### **11) Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign Bidder's country. The Bidder shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or post or the equivalent office having jurisdiction over the foreign Bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of [the] IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

### **12) Documents Comprising the Bid: Technical and Financial Components**

- 12.1 The first bid envelope shall contain the following technical documents, including the eligibility documents:
  - i) PhilGEPS Certificate of Registration (Platinum Membership);

- ii) Statement of SLCC;
- iii) NFCC Computation or committed Line of Credit (LoC);
- iv) Statement 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;
- v) *[if applicable]* JVA) or in the absence of a JVA, duly notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful;
- vi) Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15;
- vii) Technical Specifications, which may include production or delivery schedule, manpower requirements, or after-sales service or parts, if applicable;
- viii) Omnibus Sworn Statement; and
- ix) For foreign Bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

12.2 The second bid envelope shall contain the following financial documents:

- a) Bid Form which includes the Bid price;
- b) Price Schedules in accordance with ITB Clause 13.1; and
- c) *[if applicable]* Certificate of Domestic Preference, in accordance with ITB Clause 25.

12.3 Whenever necessary, modifications may be made to the foregoing components specifically for major and specialized procurement to suit the particular needs of the Procuring Entity, subject to the approval of the GPPB.

12.4 All bids that exceed the ABC shall not be accepted, unless otherwise indicated in the **BDS**. For foreign-funded procurement, the ABC shall be applied as the ceiling to bid prices provided the following conditions are met:

- a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the Procuring Entity, payment could be made upon the submission of bids.
- b) The Procuring Entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the Procuring Entity and that the estimates reflect the quality, supervision and risk, and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

- c) The Procuring Entity has trained cost estimators in estimating prices and analyzing bid variances.
- d) The Procuring Entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- e) The Procuring Entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of goods and works.

However, the GoP and the foreign government, or foreign or international financing institutions may agree to waive the foregoing conditions.

### 13) Bid Prices

13.1 The Bidder shall accomplish the Price Schedule Form as prescribed by the Procuring Entity, which may include the following details:

- a) For Goods offered from within the Philippines:
  - 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 Delivery 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, listed in the **BDS**.
- c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations.

13.2 The Bidder shall accomplish the appropriate Price Schedule included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project. The Bidder shall fill in rates and prices for all items of the Goods described in the Price Schedule, which shall be presented and computed using up to two (2) decimal places, unless otherwise indicated in the **BDS**.

13.3 If the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, the Price Schedule, shall be considered non-responsive and shall

be automatically disqualified. However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for.

The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

- 13.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

#### **14) Bid Currencies**

- 14.1 Prices shall be quoted in the following currencies:

- a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Peso.
- b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the local or tradeable currency/ies accepted by the *Bangko Sentral ng Pilipinas* (BSP), as stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate published in the BSP Daily Reference Exchange Rate Bulletin on the day of the bid opening.

- 14.2 If so allowed in accordance with ITB Clause 14.1, the Procuring Entity, for purposes of bid evaluation and comparing the bid prices, will convert the amounts in various currencies in which the bid price is expressed to Philippine Peso at the foregoing exchange rates.

- 14.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

#### **15) Bid Validity**

- 15.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

- 15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their Bid Security.

#### **16) Bid Security**

- 16.1 The Bidder shall at its option, submit a Bid Security in the form and amount as stated in the **BDS**, which may include the following:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
a) Cash or cashier's or manager's check issued by a bank.  <i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Two Percent (2%)
b) Bank draft/guarantee or irrevocable LoC issued by a bank: Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank.  <i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five Percent (5%)
d) Bid Securing Declaration	Not Applicable

The Bid Security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

- 16.2 The Bid Security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable Bid Security shall be considered as non-responsive and rejected by the Procuring Entity.
- 16.3 In no case shall the Bid Security be returned later than the expiration of the bid validity period indicated in the **BDS**, unless it has been extended. In case the Bidder is required to extend its bid validity, the Bidder may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement of its Bid Security; Provided, that the option to substitute is indicated in the **BDS**.
- 16.4 Upon signing and execution of the contract pursuant to ITB Clause 30, and the posting of the performance security pursuant to ITB Clause 31, the Bid Security

of the successful Bidder will be discharged, but in no case later than its validity period as indicated in the ITB Clause 16.2.

16.5 The Bid Security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR.

a) if a Bidder:

- i) Withdraws its bid during the period of bid validity specified in ITB Clause 15;
- ii) Does not accept the correction of errors pursuant to ITB Clause 26.5(b) (arithmetical error);
- iii) Has a finding against the veracity of any of the documents submitted as stated in ITB Clause 27.2;
- iv) Submits eligibility requirements containing false information or falsified documents;
- v) Submits bids that contain false information or falsified documents, or the concealment of such information in the bids to influence the outcome of eligibility screening or any other stage of the public bidding;
- vi) Allows the use of one's name, or uses the name of another for purposes of public bidding;
- vii) Refuses to accept an award or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated Responsive Bid (LCRB), Most Economically Advantageous Responsive Bid (MEARB), or Most Advantageous Responsive Bid (MARB);
- viii) Refuses or fails to post the required performance security within the prescribed time;
- ix) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- x) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor; or
- xi) Commits other acts that tend to defeat the purpose of the competitive bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching and Limited Source Bidding, such as but not limited to habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

b) If a winning Bidder:

- i) Fails to sign the contract in accordance with ITB Clause 30;

- ii) Fails to furnish performance security in accordance with ITB Clause 31; or
- iii) Fails to enter into joint venture after the bid is declared successful, in the case of potential JV partners.

**17) Format and Signing of Bids**

- 17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Philippine Bidding Document Related Forms on or before the deadline specified in ITB Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 17.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.
- 17.3 Each and every page of the Bid Form, including the Price Schedule, under Section VIII 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.
- 17.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

**18) Sealing and Marking of Bids**

- 18.1 Bidders shall enclose their technical documents described in ITB Clause 12 in one sealed envelope marked "TECHNICAL COMPONENT", and the financial component in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID".
- 18.2 The Bid as indicated in the Bidding Documents shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 18.3 All envelopes shall:
  - a) contain the name of the contract to be bid in capital letters;
  - b) bear the name and address of the Bidder in capital letters;
  - c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;
  - d) bear the specific identification of this bidding process indicated in the ITB Clause 1.1; and
  - e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 19.
- 18.4 For manually submitted bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, That the Bidder or its duly authorized representative shall acknowledge such

condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

## **D. Submission and Opening of Bids**

### **19) Deadline for Submission of Bids**

Bids must be received by the Procuring Entity's BAC at the address indicated in the Invitation to bid, or through the e-bidding facility of the PhilGEPS on or before the date and time indicated in the **BDS**.

### **20) Late Bids**

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Bidder's name, its representative, and the time the late bid was submitted.

### **21) Modification and Withdrawal of Bids**

21.1 Bidders may modify their bids before the deadline for the submission and receipt of bids.

- a) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, marked as a "modification," thereof, and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- b) For online submission of bids, the Bidders shall not be allowed to retrieve their original Bid, but shall only be allowed to submit the bid modification, send another Bid equally secured, properly identified labelled as a "modification" of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Bidders may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Bidders may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Bidders that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by

the Bidder in the Financial Bid Form. Withdrawal of bid during this interval shall result in the forfeiture of the Bidder's Bid Security pursuant to ITB Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009, and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.

- 21.4 Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to an offer made by a Bidder in addition or as a substitute to its original bid, which may be included as part of its original bid or submitted separately. A bid with options shall likewise be considered an Alternative Bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 21.5 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil, and administrative penalties that may be imposed upon the persons and entities concerned.

## **22) Opening and Preliminary Examination of Bids**

- 22.1 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the submitted Bids and reschedule the opening of Bids on the next working day or at the soonest possible time, through the issuance of a notice of postponement to be posted on the PhilGEPS website and the website of the Procuring Entity concerned.
- 22.2 The manner of opening of the bids for Goods shall depend on the award criterion to be adopted as follows:
- a) For LCRB and MEARB, the BAC shall open the technical and financial proposals on the same day; and
  - b) For MARB, only the technical proposals shall be opened on the same day while the financial proposals shall remain unopened and shall be kept securely by the BAC until the specified time of their opening as indicated in the **BDS**. Only the financial proposals of the Bidders who have met the highest technical score for Most Advantageous Bid (MAB) shall be opened.
- 22.3 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 22.4 The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids, as read, and the minutes of the bid opening shall be made available to the public, upon written request and payment of a specified fee to recover the cost of materials.

- 22.5 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat, shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The said notice shall be issued within seven (7) calendar days from the date of the bid opening.

## **E. Evaluation and Comparison of Bids**

### **23) Process to be Confidential**

- 23.1 Members of the BAC, its staff and personnel, Secretariat, and TWG, as well as Observers, are prohibited from making or accepting any communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in ITB Clause 24.
- 23.2 Any effort by a Bidder to influence the Procuring Entity in its decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the bid.

### **24) Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid that is not in response to the request of the Procuring Entity shall not be considered.

### **25) Domestic Preference**

- 25.1 The Procuring Entity shall give priority and preference to Philippine products and services. The preference and priority for Philippine products shall be guaranteed at all levels of the procurement process, including raw materials, ingredients, supplies, or fixtures.
- 25.2 For a period of ten (10) years from the effectivity of RA No. 11981 or the "*Tatak Pinoy* (Proudly Filipino) Act," and for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy, the Procuring Entity is mandated to award the contract to the domestic Bidder for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy (TPS).

Domestic Bidder, for purposes of this provision, refers to any person or entity offering unmanufactured articles, materials, or supplies grown or produced in the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies that are or will be produced or manufactured in the Philippines, as the case may be.

- 25.3 After the said ten-year period, the domestic preference shall be subject to a margin of preference to be determined by the *Tatak Pinoy* Council which shall not be lower than fifteen percent (15%).

- 25.4 For products and services governed by the TPS, the domestic preference in procurement shall be in accordance with the IRR or guidelines issued for the *Tatak Pinoy Act*.
- 25.5 The Procuring Entity shall award the Project to the domestic Bidder if the bid is not more than twenty-five percent (25%) in excess of the lowest foreign bid. The margin of preference provided herein shall be subject to periodic review and adjustment by the GPPB, as may be necessary.
- 25.6 A Domestic Bidder can only claim preference if it secures from the appropriate agency a certification that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.
- 25.7 The preference herein established may be waived should any of the following conditions be present as provided in the **BDS**:
- a) Where domestic production is insufficient or unavailable in the required commercial quantities;
  - b) Where the specific or desired quality is not met;
  - c) Where domestic preference will result in inconsistencies with the Philippines' obligations under treaty or international or executive agreements; or
  - d) Other analogous circumstances.

**26) Detailed Evaluation and Comparison of Bids**

- 26.1 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Price Schedule.
- 26.2 The Procuring Entity will undertake the detailed evaluation and comparison of the bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 22, to determine the Lowest Calculated Bid (LCB), Most Economically Advantageous Bid (MEAB), and MAB.
- 26.3 The award criterion shall be determined as follows:
- a) For LCB
    - i) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
    - ii) The ranking of the total bid prices as so calculated from the lowest to the highest, where the bid with the lowest price shall be identified as the LCB.
  - b) For MEAB, the BAC shall evaluate the quality and price proposals to determine the Most Economically Advantageous Bid (MEAB) using the following steps:
    - i) The quality proposal together with the price proposal shall be considered in the evaluation of bids. The quality proposals shall be

evaluated first using the criteria in the **BDS**. The price proposals of the bids that meet the minimum quality score shall then be opened.

- ii) The price and quality proposals shall be given corresponding weights with the price proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the quality criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the price proposal shall be equal to one hundred percent (100%).
  - iii) To further promote green public procurement, the sustainability of products, or materials with green specifications shall be given greater weight in the evaluation of bids. As approved by the BAC, the exact weights shall be indicated in the **BDS**. The BAC shall rank the Bidders in descending order based on the combined numerical ratings of their quality and price proposals. The Bidder with the best overall score using the quality-price ratio shall be referred to as the MEAB.
  - iv) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.
- c) For MAB
- i) BAC shall evaluate the quality proposals to determine the MAB using the quality components. The quality components shall be assessed on the basis of the criteria with corresponding numerical weights indicated in the **BDS** to determine the Bidder with the highest technical rating.
  - ii) The second bid envelope of the Bidder obtaining the highest technical rating shall be opened. If the financial proposal is equal to or lower than the ABC, the bid shall be accepted and determined as the MAB; otherwise, the same shall be rejected and the Bidder will be disqualified.

26.4 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

26.5 The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:

- a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the **BDS**, shall be considered non-responsive and, thus, automatically disqualified.

However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for; and

- b) Arithmetical corrections. The BAC shall apply arithmetical corrections on computational errors and omissions to enable proper comparison of all eligible bids. Bid corrections may also be considered if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 26.6 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the LCB, MEAB, or MAB. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 26.7 The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties, whichever is applicable, as itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 26.8 If so indicated pursuant to ITB Clause 1.2, bids may be submitted for individual lots or for any combination thereof, provided that all bids and combinations of bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 26.5.
- 26.9 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

## **27) Post-Qualification**

- 27.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the LCB, MEAB, or MAB as the case may be, complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12.1, and 12.2. The Bidder, within five (5) calendar days from receipt of notice from the BAC that it submitted the LCB, MEAB, or MAB shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.
- 27.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award; Provided, That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security.

- 27.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12.1 and 12.2, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 27.4 If the BAC determines that the Bidder with the LCB, MEAB, or MAB fails to meet the post-qualification criteria, it shall immediately notify the said Bidder in writing of its post-disqualification and the grounds for such determination.
- 27.5 Immediately after the BAC has notified the first Bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the Bidder with the second LCB, MEAB, or MAB. If the second Bidder passes the post-qualification and the request for reconsideration of the first Bidder has been denied, the second Bidder shall be post-qualified as the Bidder with the LCB, MEAB, or MAB.
- 27.6 If the second Bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Bidder with the next LCB, MEAB, or MAB and so on, until the LCRB, MEARB, MARB, as the case may be, is determined for award, subject to the procedure of Notice and Execution of Award.
- 27.7 If the BAC determines that the Bidder with the LCB, MEAB, or MAB passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, MEARB, MARB, Single Calculated Responsive Bid (SCRB), Single Economically Advantageous Responsive Bid (SEARB), or Single Advantageous Bid (SARB).
- 27.8 Within a period not exceeding ten (10) calendar days from the determination and declaration through a resolution by the BAC of the LCRB, MEARB, MARB, SCRБ, SEARB, or SARB, as the case may be, and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.
- 27.9 In case of approval, the HoPE or its duly authorized representative shall immediately issue the Notice of Award to the Bidder with the LCRB, MEARB, MARB, SCRБ, SEARB, or SARB, as the case may be.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the Bidder.

## **28) Reservation Clause**

- 28.1 Notwithstanding the eligibility or post-qualification of a Bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

- a) If it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements.
  - b) Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will adversely affect its capability to undertake the Project so that it no longer meets the prescribed eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and disqualify it from participating further in the bidding process or being awarded the contract.
- 28.2 Based on any of the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies, or tends to restrict, suppress or nullify competition or influences or tends to influence the bidding process;
  - b) If the BAC is found to have failed in complying with the applicable law or in following the prescribed bidding procedures; or
  - c) If there are any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) the physical and economic conditions have significantly changed so as to render the Project no longer economically, financially, or technically feasible as determined by the HoPE; (ii) the Project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the Project has been withheld or reduced through no fault of the Procuring Entity.

## **F. Award of Contract**

### **29) Contract Award**

- 29.1 Subject to ITB Clause 27, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.
- 29.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as applicable and submitted personally or sent by registered mail or electronically to the Procuring Entity.

- 29.3 Within ten (10) calendar days from receipt by the winning Bidder of the Notice of Award, the following conditions should be complied with before the contract may be awarded:
- a) Submission of the following documents:
    - i) Valid JVA, if applicable; or
    - ii) The SEC Certificate of Registration of the foreign corporation, if applicable.
  - b) Posting of the performance security in accordance with ITB Clause 31; and
  - c) Signing of the contract as provided in ITB Clause 30.
- 29.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

### **30) Signing of the Contract**

- 30.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall (i) post the required performance security, sign and date the contract, and return it to the Procuring Entity.
- 30.2 The Procuring Entity shall enter into a contract with the successful Bidder within the same ten (10) calendar day period, provided that all the documentary requirements are complied with.
- 30.3 The following documents shall form part of the contract:
- a) Contract Agreement;
  - b) Bidding Documents;
  - c) Winning Bidder's bid, including the technical and financial proposals, and all other documents/statements 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;
  - d) Performance Security;
  - e) Notice of Award of Contract; and
  - f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### **31) Performance Security**

- 31.1 To guarantee the faithful performance of its obligations under the contract, the winning Bidder shall post a performance security prior to the signing of the contract. Furthermore, the successful Bidder shall be required to update the performance security posted before the issuance of an amendment to order if any.

- 31.2 Sectors enumerated under Section 76.1 of the IRR may be allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS**.
- 31.3 The performance security shall be in any form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the ABC in accordance with the following price schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
a. Cash or Cashier's or Manager's check issued by a bank.  <i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
b. Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.	
ii. Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)

- 31.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

**32) Notice to Proceed**

The Procuring Entity shall issue the Notice to Proceed to the winning Bidder not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

**33) Protest Mechanism**

Decisions of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

### ***Section III. Bid Data Sheet***

## Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <i>Social Security System (SSS)</i></p> <p>The Project title is <i>Enterprise Backup</i>.</p> <p>The identification number of the Contract is <i>ITB-NGPA-SSS-GOODS-2026-034</i>.</p>
1.2	The number of lot(s): 1 Lot
2	<p>The Funding Source is:</p> <p>1. The GoP through the source of funding as indicated below for CY2026 in the amount of ₱416,026,715.64 broken down as follows:</p> <p style="padding-left: 40px;">Capex: 402,133,757.88 MOOE: 13,892,957.76 Year 1: 4,630,985.92 Year 2: 4,630,985.92 Year 3: 4,630,985.92</p> <p>2. The source of funding is: SSS Corporate Operating Budget for CY2026</p>
3.1	No further instructions.
5.2	Foreign Bidders may participate in this Project as <i>mentioned in the ITB</i> .
5.4	<p>The Bidder's SLCC similar to the contract to be bid should have been completed within five (5) years prior to the deadline for the submission and receipt of bids. This may be any of the following:</p> <p>a. A Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC; <b>or</b></p> <p>b. A combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, to wit:</p> <p style="padding-left: 40px;">i. The bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and</p> <p style="padding-left: 40px;">ii. The bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.</p>
5.5	For this purpose, contracts similar to the Project shall be <b><i>Supply, delivery and installation of enterprise-level storage and/or backup solutions of comparable complexity and scale</i></b>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.4	Not Applicable.

9.1	The Procuring Entity will hold a pre-bid conference for this Project on <b>27 April 2026, 10:00a.m.</b> at <i>Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City</i> and through video-conferencing/webcasting via <i>Microsoft Teams</i> .
10.1	The Procuring Entity's address is:  <i>Social Security System East Ave., Diliman, Quezon City Tel. Nos. (632) 8922-1070; 8709-7198 local 3424/3420 Email – <a href="mailto:bac@sss.gov.ph">bac@sss.gov.ph</a></i>
12.4	The ABC is ₱ 416,026,715.64.  Capex: 402,133,757.88 MOOE: 13,892,957.76 Year 1: 4,630,985.92 Year 2: 4,630,985.92 Year 3: 4,630,985.92  Any bid with a financial component exceeding the amount shall not be accepted.
13.1(a)(iv)	<b>No incidental services are required.</b>
13.1(b)(i)	The price of the Goods shall be quoted DDP.  SSS Main Office Data Center (located at East Avenue, Diliman, Quezon City) and /or SSS Disaster Recovery (DR) Site (to be disclosed to the winning bidder).
13.1(b)(ii)	<b>No incidental services are required.</b>
13.2	No further instructions.
14.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Peso.
14.3	Not applicable.
15.1	Bids will be valid for <i>One Hundred Twenty (120)</i> calendar days from bid opening.

16.1	<p>The Bid Security shall be in the form of a Bid Securing Declaration, and any of the following:</p> <table border="1" data-bbox="422 315 1369 779"> <thead> <tr> <th data-bbox="422 315 1005 439">Form of Bid Security</th> <th data-bbox="1005 315 1369 439">Amount of Bid Security (Not less than the Percentage of the ABC)</th> </tr> </thead> <tbody> <tr> <td data-bbox="422 439 1005 584">Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td> <td data-bbox="1005 439 1369 584">Two percent (2%) or <b>₱ 8,320,534.31</b></td> </tr> <tr> <td data-bbox="422 584 1005 779">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 data-bbox="1005 584 1369 779">Five percent (5%) or <b>₱ 20,801,335.78</b></td> </tr> </tbody> </table>	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 <b>₱ 8,320,534.31</b>	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 <b>₱ 20,801,335.78</b>
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 <b>₱ 8,320,534.31</b>						
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 <b>₱ 20,801,335.78</b>						
16.2	The Bid Security shall be valid until <b>10 September 2026</b> .						
16.3	<p>In case of extension of bid validity and bid security validity period, substitution of the bid security form is allowed. Bid Securing Declaration and the following forms may be used:</p> <p>a) Cash or Cashier's or Manager's Check issued by a Bank.</p> <p>b) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>						
19	<p>The address for the submission of Bids is <i>Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City</i></p> <p>The deadline for the submission of Bids is <b>13 May 2026 (Wednesday) at 2:00p.m.</b></p>						
22.1	<p>The place of the bid opening is <i>Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City</i></p> <p>The date and time of bid opening is <b>13 May 2026 (Wednesday) at 2:00p.m.</b></p>						
22.2(b)	Not applicable.						
25.7	No further instructions.						
26.3(b)(i)	Not applicable						
26.3(b)(iii)	Not applicable.						
26.3(c)(i)	Not applicable.						
26.5(a)	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.						
26.5(b)	Arithmetical correction is allowed.						

26.6	No further instructions.
27.1	<p>The bidder with the Lowest/Single Calculated Bid shall submit copies the following post-qualification requirements:</p> <ul style="list-style-type: none"> <li>(a) Registration certificate from Securities and Exchange Commission (SEC), Latest General Information Sheet to support Registration Certificate from the Securities and Exchange Commission (SEC) and Articles of Incorporation for corporations, For Partnership, copy of the Articles of Partnership to support Registration Certificate from the 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</li> <li>(b) 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</li> <li>(c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</li> <li>(d) The Consultant's audited financial statements, showing, among others, the Consultant'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.</li> <li>(e) Latest Income Tax Return filed through Electronic Filing and Payment System (EFPS) corresponding to the submitted Audited Financial Statement.</li> </ul> <p>Only tax returns filed, and taxes paid through the BIR Electronic Filing and Payment System (eFPS) shall be accepted.</p> <p>The latest Income Tax Returns (ITR) shall refer to the ITR for the preceding Tax Year (fiscal or calendar year). For a new establishment having no annual ITR, the latest ITR refers to the most recent quarter's ITR;</p> <p>Quarterly VAT (Business Tax Returns) per Revenue Regulations 3-2005 for the last (6) months prior to the submission and opening of bids filed electronically (EFPS).</p>
30.3(f)	No additional requirements.
31.2	Not applicable

31.3	The Performance Security shall be in the form:	
	Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

## ***Section IV. General Conditions of Contract***

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## 1) General Terms

In this Contract, the following terms shall be interpreted as indicated:

- a) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- b) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- c) The "Funding Source" means the organization named in the **SCC**.
- d) "The Project Site" where applicable, means the place or places named in the **SCC**.

## 2) Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise provided in the **SCC**, the Procuring Entity as well as the Bidders, Contractors, or Suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. Further the Funding Source, as appropriate, will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in ITB Clause 3.1(a).

## 3) Inspection and Audit by the Funding Source

The Supplier shall allow the Funding Source to inspect its accounts and records related to the performance of its obligations. If the Funding Source requires a separate audit, it shall appoint its auditor and bear the cost thereof.

## 4) Governing Law and Language

- 4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

## 5) Notices

- 5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or electronic mail, to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received, as may be applicable.
- 5.2 A Party may change its address upon notice pursuant to the provisions listed in the **SCC**.

## 6) Scope of Contract

- 6.1 The Goods to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

## 7) Subcontracting

- 7.1 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements.
- a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:
    - a. The subcontracted portion shall not exceed twenty percent (20%) for Goods, or a different percentage on a per project basis, as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and
    - b. The subcontracted portion shall be limited to components that are not deemed "significant or material" to the Project, as determined by the Procuring Entity.
  - b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;
  - c) Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor.

Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;
  - d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;
  - e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; and

- f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:
  - i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed; and
  - ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs.

## 8) Procuring Entity's Responsibilities

- 8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity may assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with the Scope of Contract.

## 9) Prices

- 9.1 For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions.
- 9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, unless there is a change in price resulting from Amendment to Order issued in accordance with **GCC** Clause 28.

## 10) Advance Payment

- 10.1 For Goods sourced from within the Philippines, advance payments may be made as follows:
  - a) A single advance payment not to exceed fifty percent (50%) of the contract amount shall be allowed for contracts entered into by a Procuring Entity for the following services where the requirement of down payment is a standard industry practice: 1) hotel and restaurant services; 2) use of conference/seminar and exhibit areas; and 3) lease of office space;
  - b) Advance payment not to exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President, shall also be allowed for procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a "State of Calamity" has been declared by appropriate authorities; and
  - c) Upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank, advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within

sixty (60) calendar days from the signing of the contract. The irrevocable LoC or bank guarantee, which must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

- a) Upon Contract Signing: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. PBD Related Forms.
- b) Upon Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- c) Upon Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty-five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

10.3 All progress payments for Goods shall first be charged against the advance payment until the latter has been fully exhausted.

## 11) Payment

11.1 Payments shall be made only upon a certification by the HoPE that the Goods have been delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President, no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under the Contract.

11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services rendered, and by documents submitted pursuant to the SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract;

11.3 Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.

11.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;

11.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

## **12) Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license and permit fees, and other such levies imposed for the completion of this Contract.

## **13) Performance Security**

13.1 Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the ITB Clauses 31.2 and 31.3.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance, subject to the following conditions:

- a) There are no pending claims against the Supplier or the Surety Company filed by the Procuring Entity;
- b) The Supplier has no pending claims for labor and materials filed against it; and
- c) Other terms specified in the **SCC**.

13.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction in contract value, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

## **14) Use of Contract Documents and Information**

14.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose this Contract or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, except for purposes of performing the obligations therein. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Other than this Contract, any document enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity. All copies shall be returned to the Procuring Entity upon completion of the Supplier's performance under this Contract, if so required by the Procuring Entity.

## 15) Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications. When no applicable standard is mentioned, the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

## 16) Inspection and Tests

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity, other than that specified under Item 16.3 below. The **SCC** and 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 Suppli

16.2 er in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.3 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no cost to the Procuring Entity. The Supplier shall provide the Procuring Entity with the results of such inspections and tests.

16.4 The Procuring Entity or its designated representative shall be allowed to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.5 The Procuring Entity shall reject the Goods or any part thereof that fail any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity. Upon giving due notice to the Supplier pursuant to **GCC** Clause 5, the test and/or inspection may be repeated by the Procuring Entity, at no additional cost.

16.6 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative to the said test and/or inspection, shall release the Supplier from any warranties or other obligations under this Contract.

## 17) Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and with all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 17.3 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the **SCC**. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:
- a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or
  - b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or
  - c) Other such amount, if so specified in the **SCC**.
- 17.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the **SCC**, or in case of Expendable Supplies, after the consumption thereof; Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.
- 17.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense, and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and other applicable laws.

## **18) Delays in the Supplier's Performance**

- 18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2 If at any time during the performance of this Contract, the Supplier encounters conditions that may impede the timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 23, the Procuring Entity shall evaluate the situation and, if warranted, extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3 Except as provided under **GCC** Clause 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

## **19) Liquidated Damages**

- 19.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in

an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

- 19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
- 19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

## **20) Settlement of Disputes**

- 20.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.
- 20.2 In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC**.

- 20.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of ADR which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the other Party, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.5 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

## 21) Liability of the Supplier

- 21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of the defective Goods.

## 22) Termination for Breach of Contract

The Procuring Entity may terminate for breach of contract when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity, pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

## 23) Termination Due to Force Majeure

- 23.1 For purposes of this Contract, 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 as an event which the Supplier could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other causes the effect/s of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 23.2 The Procuring Entity may terminate this Contract and impose liquidated damages when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the Contract Price, for a period of not less than sixty (60) calendar days, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased.
- 23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure*, provided that the Supplier's delay in performance or other failure to perform its obligations under this Contract is the result of a *force majeure*.
- 23.4 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity, the Supplier shall continue to perform its obligations under the Contract as far as may be practicable, when not prevented by the *force majeure*, and shall seek all reasonable alternative means in the performance of its obligation.

## 24) Termination for Convenience

24.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

- a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;
- b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws, and government policies;
- c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or
- d) Any circumstance analogous to the foregoing.

24.2 The Goods that have been performed or are ready to be delivered or performed within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

- a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; or
- b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

## 25) Termination for Unlawful Acts

25.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier, including any joint venture partner therein, has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive, and coercive practices as defined in ITB Clause 3.1;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d) Any other act analogous to the foregoing.

## 26) Procedures for Termination of Contracts

26.1 The following provisions shall govern the procedures for termination of this Contract:

- a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached.
- b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:
  - i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;
  - ii) The extent of termination, whether in whole or in part;
  - iii) An instruction to the Supplier, to show cause as to why the contract should not be terminated; and
  - iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

- c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Supplier, fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract.
- d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice.
- e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.
- f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

- g) **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of RA No. 12009.
- h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery within thirty (30) calendar days after the supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed or ready for delivery, the Procuring Entity may elect:
  - i) To have any portion delivered or performed and paid at the contract terms and prices; or
  - ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

**27) Assignment of Rights**

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

**28) Amendment to Order**

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

**29) Application**

These General Conditions shall apply to the extent that they are not suspended by the provisions from other parts of this Contract.

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is <b>Social Security System (SSS)</b> .
1(b)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1(c)	<p>The Funding Source is:</p> <ol style="list-style-type: none"> <li>1. The GoP through the source of funding as indicated below for CY2026 in the amount of ₱416,026,715.64 <ul style="list-style-type: none"> <li>Capex: 402,133,757.88</li> <li>MOOE: 13,892,957.76</li> <li>Year 1: 4,630,985.92</li> <li>Year 2: 4,630,985.92</li> <li>Year 3: 4,630,985.92</li> </ul> </li> <li>2. The source of funding is: SSS Corporate Operating Budget</li> </ol>
1(d)	The Project Site is SSS Main Office, East Avenue Diliman, Quezon City and Disaster Recovery Site.
2	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is: <b>Bids and Awards Committee Secretariat Department (BACSD), 2<sup>nd</sup> Floor, SSS Main Building, East Avenue, Diliman, Quezon City</b></p> <p>The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i>.</p>
5.2	No further instructions.
6.2	<p><b>Scope of Work</b></p> <p>Through this project, the SSS aims to strengthen its business continuity and disaster recovery capabilities by acquiring an Enterprise Backup that ensures reliable data protection, efficient recovery, and long-term retention of mission-critical information across production and disaster recovery environments.</p> <p>The solution shall support the agency's efforts to minimize operational disruptions, safeguard against data loss, and comply with applicable data retention policies.</p> <p>The project also aims to align with the agency's internal standards for recovery and data protection, including its Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO), thereby supporting uninterrupted delivery of services to stakeholders.</p> <p><b>Detailed Scope</b></p> <p>The Supplier shall deliver a comprehensive Enterprise Backup solution designed to ensure data protection, operational continuity, and rapid recovery across SSS critical sites.</p>

Specifically, the Supplier shall:

1. Supply, deliver, install, integrate, and configure the proposed enterprise-grade backup hardware and software into operational state at the SSS Main Production Center and Disaster Recovery (DR) Site, ensuring compatibility with existing systems, databases, applications, and hypervisors.

This shall include, but not limited to:

- Supply and delivery of all required hardware and software to the SSS Main Office for initial setup and inspection.
  - Installation of all hardware components, including backup servers, storage devices, and network equipment, in accordance with the approved design and specifications.
  - Installation of all required software components, including backup management software, operating systems, and supporting applications.
  - Configuration of network switches and connections to ensure optimal performance and secure communication.
  - Configuration of all components into a fully operational enterprise backup environment ready for production deployment.
  - Relocation of configured backup hardware to the Disaster Recovery Site at no additional cost to SSS.
2. Provide and install the required number of standard 42U rack enclosures per site (Main Data Center and Disaster Recovery Site). Each rack shall:
    - Be equipped with PDUs, grounding kits, cable management, and blanking panels.
    - Provide at least thirty percent (30%) spare capacity for future expansion.
    - Ensure that all equipment and cables are properly labeled and organized.
  3. Implement high availability and resiliency features, including automated replication, failover and failback capabilities, and system acceptance testing.
  4. Conduct testing to validate scheduled backups, multiple recovery scenarios, and cross-system performance.

	<p>5. Provide a facility or environment that will enable SSS to conduct regular recovery simulations and validation exercises.</p> <p>6. Provide training and knowledge transfer, which shall include the following:</p> <ul style="list-style-type: none"><li>a. International Certification Training <p>The Supplier shall provide a globally recognized enterprise storage certification or backup software certification exam for two (2) HSD Personnel.</p></li><li>b. Three (3)-Day Local Knowledge Transfer (LKT) <p>The Supplier shall conduct a three (3)-day training session subject to the following:</p><ul style="list-style-type: none"><li>• At least ten (10) SSS IT personnel shall participate.</li><li>• Coverage shall include administration, operation, monitoring, and maintenance of the backup solution.</li><li>• Coverage shall include policy implementation including retention, scheduling, compliance and storage sizing.</li></ul></li><li>c. Annual Refresher Workshops<ul style="list-style-type: none"><li>• The Supplier shall conduct a four (4)-hour workshop during the 3rd, 4th, and 5th year of the warranty and maintenance period.</li><li>• Each session shall be attended by at least seven (7) SSS IT personnel</li></ul></li><li>d. Topics shall include system updates, best practices, and optimization techniques</li><li>e. Training materials shall be provided by the Supplier</li><li>f. Training schedule shall be mutually agreed upon during project implementation planning</li><li>g. All training-related costs, including venue, accommodation, transportation (land or air), meals, and other logistics, shall be for the account of the Supplier.</li></ul> <p>7. Provide comprehensive technical documentation including architecture diagrams, configuration manuals, standard operating procedures (SOPs), and warranty/service information.</p> <p>8. Submit detailed post-installation and commissioning reports for SSS review and acceptance.</p> <p>9. Provide five (5) years of warranty coverage commencing upon final acceptance.</p>
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10. Include preventive maintenance and technical support services, including:

- 24x7 technical assistance
- onsite support
- timely issue resolution

11. Provide end-to-end project management services to ensure timely delivery, effective coordination, risk mitigation, and compliance with SSS requirements.

12. Provide a valid reseller certificate demonstrating that it is an authorized partner of the proposed solution.

#### **Cloud Subscription Cost Limitation**

1. The Procuring Entity's liability for cloud-based storage subscriptions shall not exceed the approved quarterly Maintenance and Other Operating Expenses (MOOE) allocation.
2. Any cost exceeding the approved allocation shall be borne solely by the Supplier and shall not be charged to SSS.

#### **Delivery and Documents**

For purposes of this 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:

"The delivery terms applicable to this Contract are delivered delivered to the SSS Main Office Data Center (located at East Avenue, Diliman, Quezon City) and/or SSS 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."

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity's Representative at the Project Site is Hosting Services Department (HSD).

#### **Incidental Services**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

*[Select appropriate requirements and delete the rest.]*

- a) performance or supervision of onsite assembly and/or startup of the supplied goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

The Contract price for the goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### **Spare Parts**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*[Select appropriate requirements and delete the rest]*

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

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods for a period of *[insert here the time period specified. If not used insert time period of three times the warranty period]*.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *[insert appropriate time period]* months of placing the order.

### **Packaging**

The Supplier shall meet packaging standards for goods in accordance with existing laws and regulations, and as indicated in this Contract to prevent damage or deterioration during transit to their final destination.

The packaging shall be durable enough to withstand rough handling, exposure to extreme temperatures, salt, precipitation, open storage, and other extreme conditions during transit. Packaging case sizes and weights shall consider the remoteness of the goods' final destination and the potential absence of heavy handling facilities at all transit points.

The packaging, labeling, and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in this Contract, including additional requirements, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant Hazardous Chemical classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging, if practical. Otherwise, the packaging list is to be placed outside the secondary packaging.

### **Insurance**

The Supplier shall fully insure the goods supplied under this Contract in a currency, local or tradeable and accepted by the *Bangko Sentral ng Pilipinas* against loss or damage incidental to manufacture, acquisition, transportation, storage, and delivery. The risk and ownership of the goods remain with the Supplier until their final acceptance by the Procuring Entity, unless otherwise specified in this Contract.

	<p><b>Transportation</b></p> <p>The Supplier shall arrange and pay for the delivery of the goods, with the cost included in the Contract Price. When required under this Contract to deliver the goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract.</p> <p>The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price. When required under this Contract to transport the goods to a specified place of destination within the Philippines, defined as the Project Site.</p> <p>The goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the goods may be shipped using a non-Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their schedules would impede timely delivery or cause delays in the Supplier's performance of this Contract, the period of delay from when the goods were first ready for shipment to the actual date of shipment will be considered <i>force majeure</i> in accordance with <b>GCC</b> Clause 23.</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 ownership will not be deemed transferred to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Patent 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>Data Privacy Act of 2012</b></p> <p>The bidder and its implementation partner/s, including its personnel who shall be assigned to the project, must comply with the pertinent provisions of Republic Act No. 10173 (Data Privacy Act of 2012), its Implementing Rules and Regulations (IRR), or any subsequent official issuance/guideline on Data Privacy, if applicable.</p>
10.3	<p><b>TERMS OF PAYMENT</b></p> <p>1. Enterprise Backup (On-Premises Components) - Payment shall be made on a milestone basis, as follows:</p>

a. First Milestone – Delivery and Installation (40%)

Payment shall be made upon completion of the following:

- Complete delivery of all hardware and software components to the Main Production Center and Disaster Recovery (DR) Site
- Installation of all required hardware and software components
- Issuance of the Inspection and Acceptance Report (IAR) by the SSS Inspection Team
- Issuance of the Certificate of Acceptance by the Hosting Services Department (HSD).

b. Second Milestone – Configuration into Operational State (30%)

Payment shall be made upon completion of the following:

- Configuration of all hardware and software components into a fully operational state.
- Submission by the Supplier of the notice of complete delivery, installation, and configuration into a fully operational state.
- Issuance of the Certificate of Acceptance by the HSD.

c. Third Milestone – Performance Evaluation and Final Acceptance (30%)

Payment shall be made upon completion of the following:

- Successful completion of performance evaluation testing, demonstrating compliance with all functional and performance requirements based on agreed acceptance criteria
- Finalization and mutual agreement of acceptance criteria during the Project Implementation Plan, including metrics, testing procedures, and success parameters
- Issuance of the Certificate of Acceptance by the HSD
- Issuance of Certificate of Final Acceptance by HSD

	<p>2. Cloud-Based Backup Repository Subscription (3 years)</p> <p>Payment for the cloud-based backup repository subscription shall be made on a quarterly basis, subject to the following:</p> <ul style="list-style-type: none"> <li>• Submission by the Supplier of a Quarterly Subscription Report</li> <li>• Acceptance of the report by the HSD</li> </ul> <p>Payment shall be credited to the Supplier's nominated bank account (LANDBANK, DBP, or other bank), subject to applicable bank charges, which shall be for the account of the Supplier.</p>
11.4	Not applicable.
11.5	Payment using LoC is not allowed.
13.4(c)	No further instructions.
16.1	<p><i>The inspections and tests that will be conducted are:</i></p> <p><b>A. PRIOR TO PRODUCT ACCEPTANCE</b> Initial product delivery inspection shall be conducted by the Office Services Department (OSD), Official SSS Authorized Inspectors and project proponent.</p> <p><b>B. PERFORMANCE /ACCEPTANCE TESTING</b> The delivered goods shall undergo a performance test for a period of five (5) calendar days, which shall commence on the first Monday immediately following the day when the advice of Complete Installation is submitted by the vendor.</p> <p>Vendor must therefore ensure that the system is ready for performance and acceptance testing within one hundred eighty (180) calendar days from receipt of Notice to Proceed together with the signed contract.</p> <p>Immediately upon successful completion of the performance period, SSS shall notify the vendor in writing of acceptance of the product and authorize payment subject to the usual COA rules and regulations.</p> <p>However, if successful completion of the performance period is not attained within sixty (60) calendar days from receipt of Notice to Proceed together with the signed Contract, SSS shall have the option of terminating the contract or continuing the performance test. In continuing the performance test, a daily penalty of 1/10 of 1% of the contract price shall be imposed on the vendor.</p> <p>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 have the option to automatically terminate the contract.</p>

	<p>Upon termination of the contract, SSS will forfeit the performance security and the contract may be awarded to the bidder found to be the next Lowest Calculated and Responsive Bid.</p> <p>In awarding the contract to the bidder found to have the next Lowest Calculated and Responsive Bid, the bidder shall post the required performance security.</p> <p>No payment will be made until the hardware/software/application system is/are accepted based on the mandatory technical requirements specified in Section VII. Technical Specifications.</p> <p>Crafting of acceptance criteria is not limited to the generic specifications mentioned in Section VII. (Technical Specifications) of this bid document. Additional criteria for the configuration works may be required from the supplier as maybe warranted and deemed necessary by the SSS.</p>
17.	<ol style="list-style-type: none"> <li>1. The Winning Bidder shall provide a comprehensive warranty for a total of five (5) years from the date of issuance of the Certificate of Final Acceptance.</li> <li>2. The warranty shall cover all hardware, software, and licensed components (including the backup software license), and shall include the following services: <ul style="list-style-type: none"> <li>• Replacement or repair of defective components</li> <li>• Firmware and software updates, patches, and bug fixes</li> <li>• Remedial and preventive maintenance</li> <li>• 24/7 technical support via phone and email</li> <li>• On-site support as necessary, based on incident severity</li> </ul> </li> <li>3. The Winning Bidder shall utilize experienced and certified technicians or engineers under its direct employment and supervision in rendering the required services.</li> <li>4. The Winning Bidder shall provide preventive maintenance which include standard cleaning, lubrication, adjustment, alignment, inspection, and testing of each equipment to ensure optimum operating condition and reduce the possibility of equipment failure. Preventive maintenance must be conducted on a quarterly basis.</li> <li>5. For Remedial Services, the Winning Bidder shall be onsite within two (2) hours upon receipt of a service request.</li> <li>6. Once onsite, the Winning Bidder shall repair the malfunctioning equipment/component or resolve software issues.</li> <li>7. If malfunctioning equipment/component is diagnosed to be beyond repair, the Winning Bidder shall replace said equipment/component. All replacement parts shall be brand new, warranted as brand new, and of equal quality. Such</li> </ol>

replacements shall become the property of SSS, while the defective parts shall become the Winning Bidder's property.

8. The Winning Bidder shall maintain a reasonable supply of replacement and spare parts for the required remedial services. SSS may, at any time during the agreement, require the Winning Bidder to provide an updated inventory list of such spare parts.
9. The Winning Bidder shall reinstall corrupted software caused by hardware failure.
10. If within 48 hours of arriving onsite the Winning Bidder fails to restore/repair the equipment/component, the Winning Bidder shall supply and install a service unit within the next 24 hours. SSS use of said service unit must not exceed sixty (60) calendar days. All shipment/delivery fees shall be charged against the account of the Winning Bidder.
11. A designated SSS representative shall always be present during the performance of preventive maintenance and remedial services to ensure compliance with safety regulations. If safety is compromised, the Winning Bidder shall suspend the work and resume only once the hazard has been resolved.
12. For every completed quarterly preventive maintenance service, the Winning Bidder must provide the Hosting Services Department (HSD) with an accomplished preventive maintenance service report, duly signed by the designated SSS representative. The report shall include:
  - Name of Winning Bidder's Service Crew/s
  - Applicable Period of Software Health Check
  - Time In and Out of Service Crew/s
  - Description of the units serviced
13. For each remedial service conducted, the Winning Bidder shall provide HSD with an accomplished remedial service report, duly signed by both a designated SSS representative and his/her immediate supervisor. The report must include:
  - a. Problem Notification Details
    - Name of Notifying SSS Personnel
    - Date and Time of Notification
    - Initially Reported Problem
  - b. Winning Bidder's Response Details
    - Date and Time of Service Crew's arrival onsite
    - Diagnosed Problem
    - Cause of Problem
    - Resolution Made (detailed description of the resolution)
    - Date & Time the problem was resolved

	<ul style="list-style-type: none"> <li>Description of work, including software name and version, module description (if any), and solution provided</li> </ul> <p>14. The Winning Bidder shall ensure that the backup software license remains valid and supported throughout the five (5) year warranty and maintenance period. Where the license is subscription-based, the Winning Bidder shall be responsible for its renewal, updates, and continuity at no additional cost to SSS.</p>
17.3(a)	Retention Money equivalent to one percent (1%) of the total contract price shall be retained and shall only be released after the lapse of the five (5) years Direct Manufacturer Warranty period
17.4	No further instructions.
17.5	No further instructions.
20.2	Not applicable.
21.1	<p>Liability of the Supplier</p> <p>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.</p> <p>The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the Agreement.</p> <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.</p> <p>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.</p> <p>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</p>

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 in weeks or months, indicates the required delivery date which shall be understood as the date the Goods are to be delivered to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
I.	Supply, Delivery and Installation into Operational State of Enterprise Backup at the SSS Main Production Center (Site 1)			Within One Hundred Eighty (180) calendar days from receipt of Notice to Proceed and Signed Contract
	a. Backup Software	One (1) Enterprise License with Five (5) Years Warranty and Technical Support		
	b. Backup Storage	1 unit		
	c. Archiving Storage	1 unit		
	d. Backup Servers	2 units		
	e. Network Switches	2 units		
II.	Supply, Delivery and Installation into Operational State of Enterprise Backup at the SSS Disaster Recovery Site (Site 2)			Within One Hundred Eighty (180) calendar days from receipt of Notice to Proceed and Signed Contract
	a. Backup Software	One (1) Enterprise License with Five (5) Years Warranty and Technical Support		
	b. Backup Storage	1 unit		
	c. Archiving Storage	1 unit		
	d. Backup Servers	2 unit		
	e. Network Switches	2 units		
III.	Provision of Cloud Based Backup Repository			
IV.	Documentation			
	SSS shall provide templates for the required documentation to the winning bidder during the kickoff meeting			
	a. Provision of detailed system diagram. The diagram shall be printed on high-quality paper, A2 or A3 size media.	Two (2) hardcopies and one (1) softcopy		
	b. Provision of detailed configuration and technical specifications	Two (2) hardcopies and one (1) softcopy		
	c. Provision of Systems Operations Manual	Two (2) hardcopies and one (1) softcopy		
V.	Training/Knowledge Transfer Requirements:			
	a. International Certification Training			

	<ul style="list-style-type: none"> <li>b. Three (3)-Day Local Knowledge Transfer (LKT)</li> <li>c. Annual Refresher Workshops</li> </ul>	
VI.	<p>Provision of Project Management Services during the project implementation phase:</p> <ul style="list-style-type: none"> <li>a. Initial Meeting (Kickoff meeting) – to be conducted within 5 calendar days upon receipt of Notice to Proceed and Signed Contract.</li> <li>b. Project Implementation Planning Session/s - to be conducted within 15 calendar days after the kickoff meeting.</li> <li>c. Creation of Project Implementation Plan (PIP) – to be submitted within 5 calendar days after the 20-calendar period allocated for the Planning Session/s.</li> <li>d. The supplier must assign a Project Manager (PM) to oversee the implementation of the project during the one-hundred eighty (180) calendar days project duration. The PM must be under the direct employment of the Supplier.</li> <li>e. SSS shall provide a template for the PIP document to the winning bidder during the kickoff meeting.</li> </ul>	
VII.	Five (5) Years Direct Manufacturer Warranty and Maintenance Services	

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

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

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

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

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

## ***Section VII. Technical Specifications***

## Technical Specifications

Item	Specification		Statement of Compliance	Annex
	<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>Enterprise Backup</p> <p>The bidder must submit documents for the proposed Enterprise Backup Solution, including product literature or datasheets, a system diagram, and a Bill of Materials (BOM). Links to official manufacturer or provider websites may also be included, provided these are clearly indicated and accessible for verification.</p>			
1.	<b>Backup Software</b>	The backup software must:		
1.1		Support comprehensive workload coverage, including automated, image-level, and application-consistent backups across SSS platforms such as: <ul style="list-style-type: none"> <li>• VMware</li> <li>• Huawei HCI</li> <li>• IBM AIX</li> <li>• Oracle RMAN/Exadata</li> <li>• Oracle Solaris</li> <li>• Physical servers, virtual machines, cloud workloads, file shares, object storage, and hybrid/multi-cloud environments</li> </ul>		
1.2		Support planning, testing, automation, and scaling of recovery operations to ensure rapid restoration and minimal downtime.		
1.3		Support Zero-Trust security principles to protect, detect, react, and recover data.		

1.4		Include advanced automation features (AI-driven or equivalent) to improve analysis, decision-making, and security posture.		
1.5		Support hybrid and multi-cloud environments, with self-managed data protection capabilities.		
1.6		Support creation of image-level backups of virtual, physical, and cloud machines, as well as file shares and object storage.		
1.7		Support recovery of data to its original state or to a new environment, ensuring business continuity.		
1.8		Support replication technologies that help SSS protect mission-critical VMs and reach recovery point objective (RPO) up to seconds		
1.9		Support automated backup scheduling for VMs, AIX, and Oracle Solaris workloads, reducing manual intervention.		
1.10		Support deduplication and compression to optimize storage efficiency.		
1.11		Support cloud storage as a backup target, providing offsite protection and scalability.		
1.12		Capable of providing immutable and encrypted backups for VMs, AIX workloads, Oracle Solaris workloads, and others.		
1.13		Support flexibility in choosing backup storage locations, enhancing data availability and redundancy.		
1.15		Support integration with external scale-out repositories on premise and must be capable of combining block and object storage in a single pool without additional software components.		
1.16		Have a repository system that allows distribution of data between performance, capacity, and archive tiers.		
1.17		Include monitoring and reporting capabilities for backup operations and performance.		
1.18		Support infrastructure monitoring and reporting, identifying failed or slow jobs to meet SLA and compliance requirements.		
1.19		Support proactive management by alerting administrators to issues before they impact operations, with customizable alarms.		

1.20		Support categorization of virtual infrastructure (e.g., by business unit or application) for targeted reporting and compliance tracking.		
1.21		Support capacity planning and forecasting.		
1.22		Provide dashboards and business reporting for executive and operational visibility.		
1.23		Support intelligent diagnostics and automated issue resolution.		
1.24		Support automation of backup job configuration using VM tags, enabling dynamic policy-based protection.		
1.25		The proposed backup software must support configurable alarms that can trigger automated scripts or actions for proactive remediation.		
1.26		Support scheduled reporting and automated report delivery.		
1.27		Support malware detection, including: <ul style="list-style-type: none"> <li>a. Scanning backup files with built-in or third-party antivirus engines.</li> <li>b. Inline entropy analysis to detect ransomware-encrypted or suspicious files during backup.</li> <li>c. Scanning restored data before reintroduction into production.</li> <li>d. Integration with SIEM platforms for centralized visibility and incident response.</li> <li>e. Detection of suspicious activity and mapping to MITRE ATT&amp;CK or ransomware risk indicators for backup infrastructure.</li> <li>f. Must be capable of using on-premises native YARA rules scanning for advanced threat pattern machines post backup.</li> </ul>		
1.28		Integrate with Oracle RMAN for native backup and recovery, including: <ul style="list-style-type: none"> <li>a. Centralized backup management with familiar RMAN commands.</li> <li>b. Support for both standalone and managed deployment.</li> <li>c. Automated scheduling using RMAN scripts.</li> <li>d. Backup copy support for redundancy and DR.</li> <li>e. Application-consistent recovery with minimal downtime.</li> </ul>		
1.29		Support virtualized infrastructure, including:		

		<ul style="list-style-type: none"> <li>a. Data protection and recovery for supported virtualization platforms.</li> <li>b. Consistent synchronized copies for failover.</li> <li>c. Rapid restoration of virtual machines.</li> <li>d. Verification of VM backup integrity.</li> <li>e. Granular file-level recovery within VMs.</li> <li>f. Backup of VM configurations and metadata.</li> <li>g. Integration with virtualization management platforms.</li> <li>h. Backup and management of VM snapshots</li> </ul>		
1.30		<p>Support AIX workloads, including:</p> <ul style="list-style-type: none"> <li>a. Full and incremental backups.</li> <li>b. Directory and file-level backup.</li> <li>c. File locking during backup to prevent inconsistency.</li> <li>d. Metadata-based incremental backups.</li> <li>e. File-level recovery.</li> </ul>		
1.31		<p>Support Oracle Solaris workloads, including:</p> <ul style="list-style-type: none"> <li>a. Protection and recovery of critical data.</li> <li>b. Fast file and bare-metal recovery.</li> <li>c. Centralized backup management.</li> <li>d. Mass configuration with bulk import/export.</li> <li>e. ZFS snapshot support.</li> <li>f. Incremental backups.</li> <li>g. Integration with Solaris SMF for backup service management.</li> <li>h. Support for Solaris Zones (global and non-global).</li> <li>i. Automated backup verification</li> </ul>		
1.32		Support the data portability functionality. Restoring data anywhere – across hypervisors, logical partition infrastructure or physical infrastructure – without dependence on backup catalogs or deduplication databases		
1.33		Have a security feature requires approval from a second authorized user before certain critical operations can be executed		
1.34		Support the automated verification of the recoverability of backups, storage snapshots, and replicas, by running advanced built-in and custom recovery tests as well as malware scans on machine backups in an isolated sandbox, with automated isolated network deployment.		
1.35		Support backup copy to secondary repository for added redundancy.		

## HARDWARE TECHNIAL AND FUNCTIONAL REQUIREMENTS

2.	<b>One (1) unit of Backup Storage Per Site</b>	The proposed backup storage must be:		
2.1		Evaluated by Evaluator Group, a third-party IT Analysis Company, based on backup and recovery, data reduction and reliability.		
2.2		The proposed storage brand must be listed as a leader in Gartner's 2025 Magic Quadrant for Enterprise Storage category		
2.3		Able to accommodate backup of different workloads (i.e., any database, VMs, containers, bare metal) and is compatible with mainstream backup software.		
2.4		Designed specifically for the backup scenario and must not use native backup software as the main backup software.		
2.5		Configured with at least two (2) controllers operating in active-active mode. The system must ensure no single point of failure, and in case of controller failure, services must fail over within seconds without service interruption.		
2.6		Configured with at least total 200 CPU cores.		
2.7		Configured with a total cache capacity of at least 2TB		
2.8		Able to support 16/32 Gbit/s FC, 10GE, 25GE, 40GE, and 100GE connectivity, including share protocols such as NAS (NFS and SMB), S3,SAN ( Fiber Channel, and iSCSI). It must also support protocol encryption for NFS and CIFS/SMB packets at the protocol layer.		
2.9		Configured with at least 8 x 25Gb ETH SFP28 ports.		
2.10		Support SAS SSD and NL-SAS disk types. To ensure performance and cost efficiency, the solution shall be configured with SAS SSDs and NL-SAS, wherein the capacity of each NL-SAS shall be at least 16TB or higher.		
2.11		Able to provide a minimum of 1651TiB or 1815TB usable capacity based on RAID6 (without deduplication and compression).		

2.12		Able to support RAID 6 and Triple Parity RAID.		
2.13		Capable of providing deduplication and compression capability. The proposed backup storage should support at least Data Reduction Ratio (DRR) of 65:1 based on specific workloads.		
2.14		Capable of supporting point-in-time snapshots for quick backup and restore operations.		
2.15		Capable of supporting data replication function to replicate data from the primary data center to the secondary data center. Data can be replicated after being deduplicated		
2.16		Capable of supporting compliance-level WORM and allows users to set a protection period. During the protection period, files cannot be modified or deleted.		
2.17		Scalable, with a modular or easily expandable to accommodate increasing backup data volume.		
2.18		Capable of supporting multi-tenancy, providing secure and isolated data spaces for multiple users or departments within a shared storage system		
2.19		Capable of supporting quota management, allowing administrators to set storage limits for each LUN/File System to ensure fair and controlled resource usage.		
2.20		Compatible with industry-standard backup software solutions such as Veeam, Commvault, Veritas NetBackup, IBM Spectrum Protect, or equivalents.		
2.21		Capable of supporting SMB failover functions, ensuring service continuity in the event of controller failure.		
2.22		Capable of supporting replication link encryption to ensure data security during remote replication.		
2.23		Capable of supporting encryption of stored data to prevent sensitive information leakage.		
2.24		Capable of supporting secure snapshots, with scheduled policies ensuring snapshot data is read-only and cannot be modified or deleted within a specified period.		
2.25		Support a built-in ransomware detection capability and can support detection in three scenarios: before, during, and after the attack		

2.26		Capable of supporting air-gap functionality, including automatic disabling replication links and replicating data to the isolation zone.		
2.1.27		Capable of supporting non-disruptive upgrades, ensuring no interruption to services during software or firmware updates.		
2.28		Capable of supporting hot swappable components, including SSDs, power modules, and interface components without disrupting ongoing services.		
2.29		Capable of monitoring SSD health by displaying wear levels and estimating the remaining service life of each SSD.		
2.30		Capable of providing capacity forecasting capabilities, with predictions of at least 365 days to support proactive planning and scalability.		
2.31		Equipped with graphical management software offering comprehensive features for disk array and volume management		
2.32		Capable of integrating with the organization's existing centralized management system to facilitate streamlined operations.		
2.33		Accompanied by a sufficient number of management licenses per CPU to facilitate integration		
2.34		Capable of reporting alarms via email and SMS notifications to ensure timely awareness and response to issues		
2.35		Capable of supporting SNMP and northbound REST APIs to enable integration with existing monitoring and management systems		
2.36		Capable of exporting performance and capacity reports, with performance metrics categorized by object types.		
3.	<b>One (1) Unit of Archiving Storage Per Site</b>	The proposed archiving storage must be:		
3.1		The proposed storage brand must be listed as a leader in Gartner's 2025 Magic Quadrant for Enterprise Storage category		

3.2		Compatible with industry-standard backup software solutions such as Veeam, Commvault, Veritas NetBackup, IBM Spectrum Protect, or equivalents.		
3.3		Configured with at least two (2) controllers operating in active-active mode. The system must ensure no single point of failure, and in case of controller failure, services must fail over within seconds without service interruption.		
3.4		Configured with at least total 200 CPU cores.		
3.5		Configured with a total cache capacity of at least 2TB.		
3.6		Able to support 16/32 Gbit/s FC, 10GE, 25GE, 40GE, and 100GE connectivity, including share protocols such as NAS(NFS and SMB), S3, SAN(Fiber Channel, and iSCSI). It must also support protocol encryption for NFS and CIFS/SMB packets at the protocol layer.		
3.7		Configured with at least 8 x 25Gb ETH SFP28 ports.		
3.8		Capable of supporting SAS SSD and NL-SAS disk types. To ensure performance and cost efficiency, the solution shall be configured with SAS SSDs and NL-SAS, wherein the capacity of each NL-SAS shall be at least 16TB or higher.		
3.9		Configured with at least 1483TiB or 1630TB usable capacity.		
3.10		Able to support RAID 6 and Triple Parity RAID.		
3.11		Capable of providing deduplication and compression capability. The proposed backup storage must support at least Data Reduction Ratio (DRR) of 65:1 based on specific workloads.		
3.12		Capable of supporting data replication function to replicate data from the primary data center to the secondary data center. Data can be replicated after being deduplicated		
3.15		Capable of supporting replication link encryption to ensure data security during remote replication.		
3.16		Capable of supporting encryption of stored data to prevent sensitive information leakage.		
3.17		Capable of supporting secure snapshots, with policies snapshot data is read-only and cannot be modified or deleted within a specified period.		

3.19		Capable of supporting non-disruptive upgrades, ensuring no interruption to services during software or firmware updates.		
3.20		Capable of supporting hot swappable components, including SSDs, power modules, and interface components without disrupting ongoing services.		
3.21		Capable of monitoring SSD health by displaying wear levels and estimating the remaining service life of each SSD.		
3.22		Capable of providing capacity forecasting capabilities, with predictions of at least 365 days to support proactive planning and scalability.		
3.23		Capable of exporting performance and capacity reports, with performance metrics categorized by object types.		
3.24		Capable of supporting SNMP and northbound REST APIs to enable integration with existing monitoring and management systems		
3.25		Capable of integrating with the organization's existing centralized management system to facilitate streamlined operations.		
4.	<b>Two (2) Units of Backup Servers Per Site</b>			
4.1		Each site must be provided with a minimum of two (2) nodes of 2U rack-mounted HCI compliant nodes		
4.2		<p>Each node must be configured with the following specifications:</p> <ul style="list-style-type: none"> <li>a. At least two (2) x 24-core Physical CPU / 2.0GHz or higher, supporting x86 architecture</li> <li>b. At least twelve (12) x 64GB RDIMM DDR5 5600MHz or higher</li> <li>c. At least four (4) x 3.84TB SAS SSD</li> <li>d. At least two (2) x 960GB SAS SSD for OS drives or higher</li> <li>e. At least four (4) x 25GE SFP28 ports, two (2) x10GB SFP+, and 2 x 1GE ports with compatible transceivers</li> <li>f. At least one (1) x RAID card with 4GB cache (supports RAID 0, 1, 5, 6, 10, 50, 60) for Operating System disk storage.</li> <li>g. At least two (2) x power supply unit, hot-swappable.</li> </ul>		

4.3		The bidder must provide the necessary OS for the installation of the backup software		
4.4		The bidder must provide the necessary virtual environment at each site (Production and DR) for the installation of the following backup systems		
4.5		The proposed virtual environment must be compatible with the existing HCI of SSS.		
4.6		The proposed solution must support integration with the organization's existing centralized management system to facilitate streamlined operations.		
4.7		EC configuration must support automatic adjustment in case of node failure to maintain data reliability.		
4.8		The proposed virtual environment must include enough perpetual hypervisor licenses to operate the required workload.		
4.9		The proposed virtual environment must support a flexible Erasure Coding (EC) algorithm for redundant data storage.		
5.	<b>Cloud-Based Backup Repository</b>			
	General Requirements:			
5.1		The Cloud-Based Backup Repository must serve as the offsite storage location for backups generated by the Procuring Entity's on-premises Enterprise Backup, as well as other identified systems, applications, and data sources designated for cloud backup under this project. The solution shall provide secure, scalable, and highly durable storage designed to support disaster recovery, long-term retention, and protection against ransomware and other data loss incidents.		
5.2		The solution must provide object-based cloud storage suitable for use as an enterprise backup repository.		
5.3		The storage platform must support industry-standard APIs (e.g., S3-compatible or equivalent) to ensure compatibility with the Enterprise Backup to be implemented under this project.		
5.4		The storage capacity must be scalable on demand without service interruption.		

5.5		The contract duration for the cloud storage service shall be three (3) years.		
Data Durability and Availability				
5.6		The storage service must provide high data durability (minimum 99.999% object durability or equivalent).		
5.7		Data must be redundantly stored across multiple storage nodes and/or facilities.		
5.8		The bidder must provide a documented Service Level Agreement (SLA) for service availability.		
Security Requirements				
5.9		Data must be encrypted in transit using industry-standard encryption protocols (TLS 1.2 or higher).		
5.10		Data must be encrypted at rest using industry-standard encryption mechanisms.		
5.11		The solution must support Role-Based Access Control (RBAC).		
5.12		The solution must provide audit logs covering access, configuration changes, and storage activities.		
5.13		Logs must be accessible and exportable for audit and compliance purposes		
Immutability and Ransomware Protection				
5.14		The storage service must support immutable storage functionality (e.g., Object Lock, Write-Once-Read-Many (WORM), or equivalent).		
5.15		Backup data must not be modified or can be deleted during the configured retention period.		
5.16		Retention policies must be configurable and managed by the Procuring Entity.		
Integration and Connectivity				
5.17		The storage solution must seamlessly integrate with the proposed Enterprise Backup and support policy-based backup replication.		
5.18		The solution must support secure connectivity from the Procuring Entity's on-premises infrastructure via VPN, private link, or equivalent secure mechanisms.		

5.19		The solution must support automated, policy-based replication from on-premises backup repositories		
Data Sovereignty and Compliance				
5.20		Backup data must be hosted within the Philippines, if required by applicable regulatory or data sovereignty requirements. The proposed solution should incorporate an in-country cloud solution		
5.21		The data center facility must meet internationally recognized standards for high availability and reliability (Tier III equivalent or higher) and must be certified by an independent third-party organization.		
Monitoring and Reporting				
5.22	4.7.1	The solution must provide storage usage monitoring accessible to authorized HSD personnel.		
5.23	4.7.2	The solution must provide reporting capabilities for storage consumption and activity logs.		
Cloud Storage Capacity Requirement				
5.24		The cloud storage service must provide a minimum usable capacity of 650TB at contract commencement.		
5.25		The storage capacity must be expandable during the contract period without service interruption.		
5.26		Pricing must include a full three (3)-year subscription for the required capacity.		
6.	<b>TWO (2) UNITS OF TOP OF RACK (TOR) SWITCH PER SITE</b>			
6.1		Must provide Top-of-Rack (TOR) switches with 48 x 10/25G ports and two (2) x 40G uplinks to the core switch, including the necessary SFPs to fully support the required port density of the proposed solution.		
6.2		Must include the required bidirectional (BiDi) 40-Gbps transceivers to enable reuse of SSS's existing 10Gbps duplex multimode fiber (MMF) infrastructure for future 40Gbps Ethernet upgrades.		
6.3		Must provide all necessary network accessories, including but not limited to patch fiber and copper cables for connectivity between servers, TOR switches, and core switches.		

6.4		The bidder must provide enough SFPs that are compatible with the SSS's existing Cisco Nexus 93600CD-GX Core switch or any future core switch platform.		
Management Integration				
6.5		The bidder must integrate the proposed hardware with the organization's existing centralized management system to facilitate streamlined operations.		
6.6		The bidder must include sufficient number of management licenses per cpu to facilitate the integration with the organization's existing centralized management platform.		
7.	<b>Support Personnel</b> (The bidder must submit certifications for the support personnel of this project)			
7.1		Submission of a signed listing of Support Personnel that will be assigned to the project with detailed resume on experience and training. The Support Personnel must be under the Winning Bidder's direct employment.		
7.2		The proposed storage solution for this project must be configured and implemented by at least two (2) certified, local, expert-level storage engineers from the proposed brand or vendor. The winning bidder must be required to submit the detailed résumés and valid certifications of the assigned expert-level storage engineers prior to project implementation.		
7.3		The bidder must utilize experienced and trained technicians or technical support personnel under its supervision in rendering the required remedial service. Hence, the winning Bidder is required to provide a list of support personnel with detailed resumes on experience and training.		
7.4		The bidder must have at least one (1) certified Cloud Solutions Architect or Cloud Support Engineer with expertise in the specific cloud platform used for the cloud-based backup repository.		
7.5		The bidder must have Helpdesk System Support to handle SSS technical support requests, providing a ticket for each issue and issuing status reports until resolution. The Helpdesk System Support must be operational 24/7, including holidays, and should provide notification options for technical assistance via email and telephone/smartphone.		

		The bidder must submit the contact number and e-mail address of the helpdesk or customer support.		
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Name: \_\_\_\_\_

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

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

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

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

***Section VIII. Philippine Bidding Document Related Forms***

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## Bid Form for Procurement of Goods

*[Note: The duly accomplished form shall be submitted with the Bid]*

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### BID FORM

#### ENTERPRISE BACKUP

Project Identification No.: *ITB-NGPA-SSS-GOODS-2026-034*

**To: SOCIAL SECURITY SYSTEM**

*East Avenue, Diliman, Quezon City*

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project ENTERPRISE BACKUP;
- b) Select one, delete the other
  - I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
  - I/We offer to execute the Works for this Contract in accordance with the PBD;
- c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*
- d) The discounts offered and the methodology for their application, if any, are: *[insert information]*; or indicate N/A if no discount offered
- e) The total bid price in words and figures, after applying the applicable discount, 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 in the *[Select one, delete the other: the Price Schedules/ Detailed Estimates]*.
- f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;
- g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

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 the Bidder.

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

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

The undersigned is authorized to submit the bid on behalf of [Name of the Bidder] as evidenced by the attached [State the Written Authority].

I/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.

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Signature over Printed Name]*

*[Position/Designation]*

*[Date]*

## Price Schedule(s)/Bid Breakdown

### Enterprise Backup

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

Project Identification No.: ITB-NGPA-SSS-GOODS-2026-034

Cost Component	Total Cost	
1. Enterprise Backup (₱ 402,133,757.88)		
<ul style="list-style-type: none"> <li>• Supply, Delivery and Installation into Operational State of Enterprise Backup at the SSS Main Production Center (Site 1):</li> <li>• Supply, Delivery and Installation into Operational State of Enterprise Backup at the SSS Disaster Recovery Site (Site 2):</li> <li>• Five (5) years warranty</li> </ul>	₱	₱
<ul style="list-style-type: none"> <li>• Documentation</li> <li>• Training/Knowledge Transfer</li> <li>• Provision of Project Management Services</li> </ul>	FREE	
Provision of Cloud Based Backup Repository (MOOE: 13,892,957.76)	₱	₱
<b>(Must not exceed ₱416,026,715.64) TOTAL</b>	₱	

**Note:**

1. Any bid exceeding the ABC of **₱ 416,026,715.64** broken down as follows shall not be accepted
  - Capex: 402,133,757.88
  - MOOE: 13,892,957.76
  - Year 1: 4,630,985.92
  - Year 2: 4,630,985.92
  - Year 3: 4,630,985.92
2. All required items/field in the bid breakdown must be filled up. 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. Non-compliance with the following requirements shall also be a ground for disqualification:
  - a. All financial documents (Bid Form and Bid Breakdown) shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
  - b. The bid proposal must be inclusive of all applicable taxes, which shall be itemized in the bid form and reflected in the Price Schedule.

c. The warranty requirement shall be at no cost to SSS.

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

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

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

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

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

## Contract Form

**[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]**

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### CONTRACT FOR ENTERPRISE BACKUP

This CONTRACT executed on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between:

*[Name of Procuring Entity]*, a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

*[Name of Supplier /Contractor/ Consultant]* a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Supplier".

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly *[Brief description of Project]*;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency]*, hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz.:
  - a. Philippine Bidding Document (PBD); *[Select one, delete the others]*
    - *For Procurement of Goods*
      - i. Invitation to Bid;
      - ii. Instruction to Bidders;
      - iii. 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;
      - iv. Bid Data Sheet;

- v. Schedule of Requirements;
  - vi. Technical Specifications;
  - vii. General and Special Conditions of Contract;
  - viii. Supplemental Bid Bulletins, if any; and
  - ix. Other contract documents that may be required by existing laws and/or the Entity.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - c. Performance Security;
  - d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
  - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.
3. In consideration of the Contract Price of *[Contract Price in words and figures]*, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
  4. The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
  5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

*For the Procuring Entity*  
 Head of the Procuring Entity or Duly  
 Authorized Representative

*For the Bidder*  
 Duly authorized to sign the Contract for and  
 behalf of *[Bidders Name]*:

*[Signature over Printed Name]*  
*[Position/Designation]*  
*[Date]*

*[Signature over Printed Name]*  
*[Position/Designation]*  
*[Date]*

Signed in the presence of:

[Name and Signature]  
Witness – Procuring Entity

[Name and Signature]  
Witness- Supplier

### ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the \_\_\_\_\_, City/Province of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of \_\_\_\_\_ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of [month] [year].

### NAME OF NOTARY PUBLIC

Notarial Commission No. \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_, [date issued], [place issued]  
IBP No. \_\_, [date issued], [place issued]

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

## Omnibus Sworn Statement Form

**[Note: The duly accomplished form shall be submitted with the Bid]**

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

### OMNIBUS SWORN STATEMENT

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

1. **Select one, delete the others:**

- *If sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;
- *If 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]*;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

2. **Select one, delete the others:**

- *If 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 *ENTERPRISE BACKUP* of the *SOCIAL SECURITY SYSTEM* “as supported by the attached duly notarized Special Power of Attorney” *for authorized representative*;
- *If 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 *ENTERPRISE BACKUP* of the *SOCIAL SECURITY SYSTEM*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 *ENTERPRISE BACKUP* of the *SOCIAL SECURITY SYSTEM*, as supported by the

attached duly notarized Special Power of Attorney *for authorized representative*;

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;
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 others:*
  - *If sole proprietorship* : The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If partnership* : The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If cooperative*: The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If corporation, or joint venture*: The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services*: The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management

Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

*Select one, delete the rest:*

- *In case of corporations: [Name of Bidder] declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.*
  - *In case of Foreign Bidders: [Name of Bidder] submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.*
8. *[Name of Bidder] complies with existing labor laws and standards; and*
  9. *[Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:*
    - a) *Carefully examine all of the Bidding Documents;*
    - b) *Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;*
    - c) *Made an estimate of the facilities available and needed for the contract to be bid, if any; and*
    - d) *Inquire or secure Supplemental Bid Bulletin(s) issued for the ENTERPRISE BACKUP.*
  10. *[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.*
  11. *In case advance payment was made or given to [Name of Bidder], failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.*

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

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Affiant's Signature over Printed Name]*

*[Position/Designation]*

*[Date]*

JURAT

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

WITNESS MY HAND AND SEAL this \_\_\_ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, *[date issued]*, *[place issued]*

IBP No. \_\_, *[date issued]*, *[place issued]*

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**SECRETARY'S CERTIFICATE**

I, <NAME OF CORPORATE SECRETARY>, of legal age, <Civil Status>, Filipino citizen and with business at <Company Address>, after being duly sworn, hereby depose and state that:

1. I am the Corporate Secretary of < insert COMPANY NAME>, a Corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at < insert Office Address>.
2. As the Corporate Secretary, I have custody and access to the records of the Corporation.
3. I am familiar with the facts herein certified and duly authorized to certify the same.
4. I hereby certify that during a regular meeting of the Board of Directors of the Corporation held on <Date of Meeting>, at which meeting a quorum was present, the following Resolution/s was/were unanimously passed, approved and adopted:

- a) RESOLVED that < insert COMPANY NAME>, authorized and empowered the following to participate in the bidding for the ENTERPRISE BACKUP of the SOCIAL SECURITY SYSTEM:

NAME	POSITION/DESIGNATION	SIGNATURE
------	----------------------	-----------

- 1.
- 2.

- b) RESOLVED FURTHER that, if awarded the Contract, the following is/are granted full power and authority to enter into contract with the SOCIAL SECURITY SYSTEM:

NAME	POSITION/DESIGNATION	SIGNATURE
------	----------------------	-----------

- 1.
- 2.

- c) RESOLVED FURTHERMORE that, the designated representative/s of the Corporation has/have the full power to perform any and all acts necessary and/or to represent the Corporation as fully and effectively as the Corporation might do if personally present, and hereby satisfying and confirming all the said representative/s shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_ at <CITY>.

\_\_\_\_\_  
NAME & SIGNATURE of Corporate Secretary

SUBSCRIBE AND SWORN to before me this \_\_\_ day of \_\_\_\_\_ at <CITY>, affiant having exhibited to me his/her <Government Issued ID and details [issued by, date and place issued if applicable]).

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Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

## Bid Securing Declaration Form

*[The duly accomplished form shall be submitted with the Bid if bidder opts to provide this type of bid security]*

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

### BID SECURING DECLARATION

#### ENTERPRISE BACKUP

Project Identification No.: *ITB-NGPA-SSS-GOODS-2026-034*

To: **SOCIAL SECURITY SYSTEM**

*East Avenue, Diliman, Quezon City*

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;

*[Insert paragraph for Unsolicited Offer with Bid Matching]*

I/We understand that upon conferment of the original offeror status under Section 30.6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, the offeror shall submit a Bid Securing Declaration within ten (10) days from the receipt of the certificate of conferment;

- 2) Select one, delete the other:

- I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

*(For Unsolicited Offer with Bid Matching)*

- I/We accept that: I/we will be automatically disqualified from any procurement opportunity of the Procuring Entity for a period of one (1) year on the first offense, two (2) years on the second offense, and perpetually on the third offense 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;

*[Insert this paragraph for Unsolicited Offer with Bid Matching]*

- b) Upon contract award and the LCCRB is not the original offeror; or
- c) I am/we are declared the bidder with the *[Insert Award Criterion<sup>1</sup>]* 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]*.

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Signature over Printed Name]*

*[Position/Designation]*

*[Date]*

#### JURAT

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

WITNESS MY HAND AND SEAL this \_\_\_\_ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, *[date issued]*, *[place issued]*

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**Statement of all on-going Government & Private Contracts**

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	OWNER'S ADDRESS, NUMBERS AND ADDRESS	NAME, CONTACT AND E-MAIL	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	REMARKS (Indicate "With NDA" or "Without NDA")

**NOTE: INCLUDING PROJECTS WITH NON-DISCLOSURE AGREEMENT (NDA)**

**Statement of Single Largest Completed Contract (SLCC)**

**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**

**(CERTIFICATE OF FINAL COMPLETION OR ANY PROOF OF COMPLETION)**

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

**NOTE:**

1. **SLCC should be projects without Non-Disclosure Agreement (NDA)**
2. **Contract shall be considered complete if the requirements are delivered including warranty/maintenance.**
3. **Certificate of Final Completion or any proof of completion should include statement of satisfactory performance of the bidder.**

## **Formula in the Computation of NFCC**

**ENTERPRISE BACKUP**  
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:

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

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

Prepared and Submitted by:

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

## **Committed Line of Credit Certificate**

---

(Name of Bank)

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.

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Name and Signature of Authorized Financing Institution Office

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Office Designation

Concurred by:

---

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

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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.

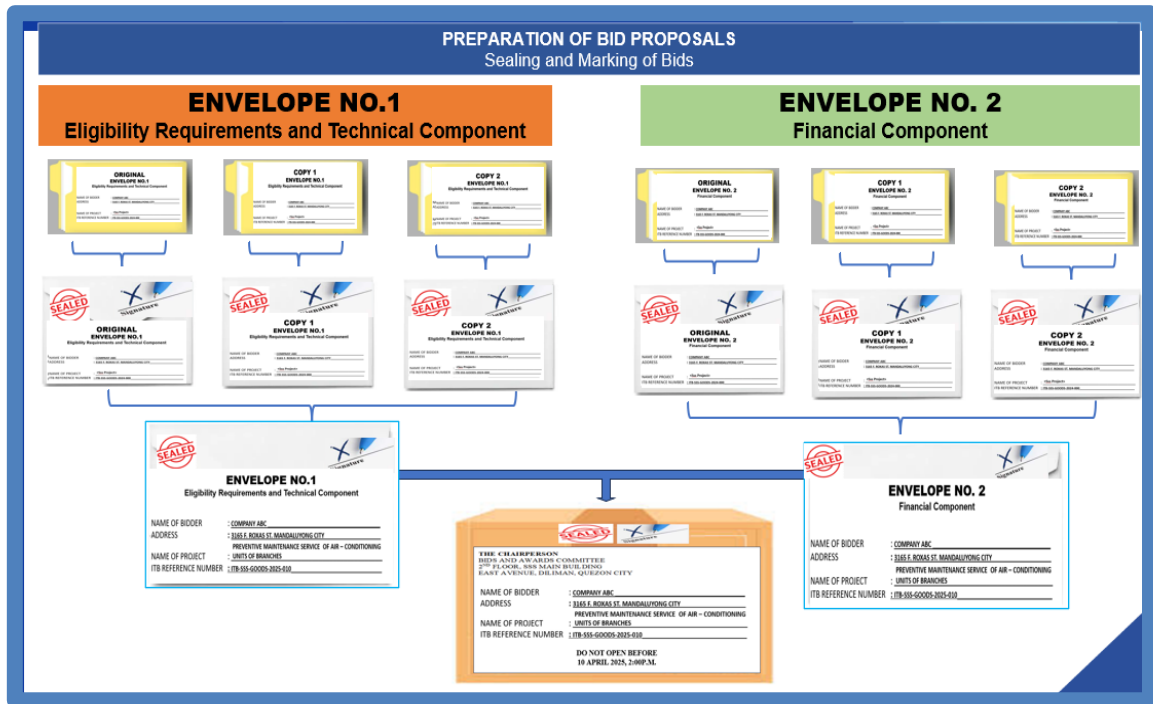
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Series of : \_\_\_\_\_

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

## Important Reminders

- PREPARATION OF BID PROPOSALS (Sealing and Marking of Bids)**



- A. Bid documents shall be compiled in a folder/binder with the Annexes properly labeled with tabs/separators.
- B. Each Bidder is required to submit one (1) original and two (2) duplicate copies (Copy No. 1 and Copy No. 2) of the first (technical and eligibility documents) and second (financial) components of its bid. In the event of any discrepancy between the original and the copies, the original shall prevail.
- C. Original and the number of copies of the Bid shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s. All envelopes shall:
  - bear the name and address of the Bidder in capital letters;
  - contain the name of the contract to be bid in capital letters;
  - bear the specific identification of this bidding process indicated in the IB.
- D. The bidder shall enclose the original of the technical component described in the Checklist of Technical and Financial Documents in one sealed envelope marked as “ORIGINAL-TECHNICAL COMPONENT”. Duplicate copies (Copy 1 and Copy 2) of the technical component shall be similarly sealed duly marking the envelopes as “COPY NO. 1 - TECHNICAL COMPONENT” and “COPY NO. 2– TECHNICAL COMPONENT”. These envelopes containing the original and the copies shall then be enclosed in one single envelope marked as “ENVELOPE NO. 1 -TECHNICAL COMPONENT”.
- E. The bidder shall enclose the original of the financial component described in the Checklist of Technical and Financial Documents in one sealed envelope marked as “ORIGINAL-FINANCIAL COMPONENT”. Duplicate copies (Copy 1 and Copy 2) of the financial component shall be similarly sealed duly marking the envelopes as

“COPY NO. 1 - FINANCIAL COMPONENT” and “COPY NO. 2– FINANCIAL COMPONENT”. These envelopes containing the original and the copies shall then be enclosed in one single envelope marked as “ENVELOPE NO. 2 -FINANCIAL COMPONENT”.

- F. The ENVELOPE NO. 1 -TECHNICAL COMPONENT and ENVELOPE NO. 2 - FINANCIAL COMPONENT shall then be enclosed in one single envelope with the following markings:
- addressed to the Procuring Entity’s BAC;
  - bear the name and address of the Bidder in capital letters;
  - contain the name of the contract to be bid in capital letters;
  - bear the specific identification of this bidding process indicated in the IB; and
  - bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with IB.

<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 : _____ 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>
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- G. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.
- H. Each and every page of the **Bid Form/Bid Breakdown** 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.
- I. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

