PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

CITY GOVERNMENT OF NAGA

Name of Project/Contract: Supply, Delivery, and Installation of Backup Enterprise, Proxy and Immutable Servers and Other ICT Equipment

Project/Contract Reference Number: 2024-036

Sixth Edition July 2020

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

- **PSA** Philippine Statistics Authority.
- **SEC** Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE Supply, Delivery, and Installation of Backup Enterprise, Proxy and Immutable Servers and Other ICT Equipment (2 LOTS)

1. The City Government of Naga, through the Local Development Fund account, intends to apply the sum of **Two Million Three Hundred Thirteen Thousand (P 2,313,000.00)** Pesos, being the Approved Budget for the Contract (ABC), to payments under the contract for the Supply, Delivery, and Installation of Backup Enterprise, Proxy and Immutable Servers and Other ICT Equipment (2 Lots), with Project/Contract Reference Number: 2024-036. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item No.	Qty.	Unit	Items	Approved Budget for the Contract (ABC)
			LOT 1 ABC	1,420,000.00
1	1	Unit	 WINDOWS SERVER (preferably PowerEdge R450 or its equivalent) with the following minimum specifications: 2.5 Chassis SAS/SATA Backplane Trusted Platform Module 2.0 V3 &x2.5" (SAS/SATA) 1 CPU Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666 No Additional Processor Blank for 1CPU Configuration Heatsink for CPU less or equal 165W Performance Optimized 3200MT/s RDIMMs 2 x 32GB (16GB x 2) RDIMM, 3200MT/s, Dual Rank Unconfigured RAID PERC H755 SAS Front Front PERC Mechanical Parts, front load 2 x RAID 1 480GB SSD SATA Mix Use 6Gbps 5 12 2.5in Hot- plug AG Drive, 3 DWPD Performance BIOS Settings No Energy Star Standard Fan x5 Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF 2 x Jumper Cord - C13/C14, 2M, 250V, 10A (EU, TW, APCC countries except ANZ) 	347,000.00

TT		
	• Riser Config 0, 1xOCP 3.0(x16) +	
	1x16LP	
	PowerEdge R450 Motherboard with Broadcom 5720 Dual Port	
	1Gb On-Board LOM	
	Broadcom 57416 Dual Port	
	10GbE BASE-T Adapter, OCP	
	NIC 3.0	
	Standard Bezel	
	• EMC Lugage Tag (x8)	
	• iDRAC9, Enterprise 15G	
	• Quick Sync 2 (At-the-box mgmt)	
	iDRAC,Factory Generated	
	Password	
	• iDRAC Service Module (ISM), NOT Installed	
	 iDRAC Group Manager, 	
	Disabled	
	A11 drop-in/stab-in Combo Rails	
	Without Cable Management Arm	
	PowerEdge R450 Shipping -	
	APCC/Taiwan	
	• PowerEdge R450 x8 Short Drive	
	Shipping Material	
	PowerEdge 1U CCC Marking, No CE Marking, APCC/TW	
	No Internal Optical Drive	
	CS INFO MIAS ISG Reporting	
	Part	
	• SI,ORDY,MOD,INFO,ISGAT	
	REPORT	
	• SI,GLOBAL,MOD,READY	
	SI,MOD,INFO,FIDA OR NUDA 02	
	BYPASS SI MOD INFO MIAS POSTRU	
	 SI,MOD,INFO,MIAS,POSTBU RN 	
	• SI,MOD,INFO,MIAS,AP	
	 SI,MOD,INFO,CSR,ELIGIBLE 	
	UEFI BIOS Boot Mode with	
	GPT Partition	
	No Operating System	
	No Media Required	
	OpenManage Enterprise	
	Advanced	
	No Systems Documentation, No OpenManage DVD Kit	
	Basic Next Business Day 36	
	Months-ACDTS	
	ProSupport Plus and 4Hr Mission	
	Critical-ACDTS Initial, 36	
	Month(s)	
	Same Business Day Onsite	
	Diagnosis Service-ACDTS, 36	
	Month(s)	
	No Field DeploymentInfrastructure Deployment	
	Selected	
L		

2	2	Unit	 Configuration Services, Standard ISG System Report, Deliver Via Email Warranty: 3 YEARS SOFTWARE Veeam Data Platform Advanced Universal Subscription License. Includes Enterprise Plus Edition features. 10 instance pack. 1 Year Subscription Upfront Billing & Production (24/7) Support. Subscription Universal license, sold by packs of 10. Includes VM, Server or Workstation Agents (for Windows, Linux and Oracle Solaris), Cloud VM or App Plug- In SAP/Oracle and CPT. Cannot be merged with Perpetual Universal license. For centralized management, all VULs must be Subscription. 14x VM to backup total of 5124GB data (25TB Repo disk capacity for 3 years) 	328,000.00
3	1	Unit	 HARDWARE, pref. PowerEdge R360 Server PowerEdge R360 Server Trusted Platform Module 2.0 V3 3.5" Chassis with up to 4 Hot Plug Hard Drives, Front PERC Intel Xeon E-2434 3.4G, 4C/8T, 12M Cache, Turbo, HT (55W) DDR5 Heatsink Performance Optimized 5600MT/s UDIMMs 16GB UDIMM, 5600MT/s ECC Unconfigured RAID PERC H755 SAS Front 4 x Front PERC Mechanical Parts, front load 16TB Hard Drive SATA ISE 6Gbps 7.2K 512e 3.5in Hot-Plug, AG Drive Performance BIOS Settings No Energy Star No Additional FAN for 3.5" Chassis 2 x Dual, Hot-Plug, Redundant Power Supply (1+1), 600W MM Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) Riser Config 0, No Riser 	334,000.00

 Infrastructure Deployment Selected Configuration Services, Standard ISG System Report, Deliver Via 	
Extension, 24 Month(s)	
 Day Onsite Service-ACDTS Initial, 12 Month(s) ProSupport and Next Business Day Onsite Service-ACDTS 	
 Basic Next Business Day 12 Months-ACDTS ProSupport and Next Business 	
 Secured Component Verification No Systems Documentation, No OpenManage DVD Kit Certified Deployment Partner T1 	
 UEFI BIOS Boot Mode with GPT Partition No Operating System No Media Required 	
RN • SI,MOD,INFO,MIAS,AP • SI,MOD,INFO,CSR,ELIGIBLE	
 SI,GLOBAL,MOD, READY SI,MOD,INFO,FIDA OR BYPASS 	
 CS INFO MIAS ISG Reporting Part CS INFO MIAS ISG Reporting 	
 PowerEdge R350/R360 Shipping Material for 3.5" Chassis PowerEdge R360 CCC Marking, No CE Marking 	
 ReadyRails Sliding Rails With Cable Management Arm PowerEdge R360 Shipping, for APCC 	
 iDRAC Service Module (ISM), NOT Installed iDRAC Group Manager, Disabled 	
 BOSS Blank iDRAC9, Basic 16G Force Change Password iDRAC9 x4 	
 with with Broadcom 5720 Dual Port 1Gb On-Board LOM PowerEdge 1U Standard Bezel Luggage Tag R360 	
	 Port 1Gb On-Board LOM PowerEdge 1U Standard Bezel Luggage Tag R360 BOSS Blank iDRAC9, Basic 16G Force Change Password iDRAC9 x4 iDRAC Service Module (ISM), NOT Installed iDRAC Group Manager, Disabled ReadyRails Sliding Rails With Cable Management Arm PowerEdge R360 Shipping, for APCC PowerEdge R350/R360 Shipping Material for 3.5" Chassis PowerEdge R360 CCC Marking, No CE Marking CS INFO MIAS ISG Reporting Part SI,GLOBAL,MOD, READY SI,MOD,INFO,FIDA OR BYPASS SI,MOD,INFO,MIAS,POSTBU RN SI,MOD,INFO,MIAS,POSTBU RN SI,MOD,INFO,CSR,ELIGIBLE UEFI BIOS Boot Mode with GPT Partition No Operating System No Media Required Secured Component Verification No Systems Documentation, No OpenManage DVD Kit Certified Deployment Partner T1 or Distributor Basic Next Business Day 12 Months-ACDTS ProSupport and Next Business Day Onsite Service-ACDTS ProSupport and Next Business Day Onsite Service-ACDTS

			 Standard (1YEAR) Satellite (bundle), High Availability, Resilient Storage & Extended Update Support For all support cases, standard business hours of coverage are either 9 a.m. to 6 p.m. (0900- 1800) local time for North America or 9 a.m. to 5 p.m. (0900-1700) for outside North America. Standard business hours do not include weekends or local public holidays. Web and phone support channels. Unlimited support cases. 	
	1	Lot	 IMPLEMENTATION Onsite-Deployment Business Hours Includes hotel accommodation and transportation Knowledge Transfer 	200,000.00
	1	Lot	 SLA Remote-1y 8x5 NBDS Consumable SLA Business Hours Only remote support activities will be provided. 	133,000.00
			LOT 2 ABC	893,000.00
5	2	Unit	 EXTERNAL BATTERY MODULE for 10KVA Vertiv Liebert GXT5 Liebert GXT5 192V, 10kVA HV, Replacement UPS Battery Kit 	216,000.00
6	8	Unit	SFP TRANSCEIVER, pref. Aruba J8177D 1GB SFP RJ45 CAT5 100MTRANSCEIVER	76,500.00
7	6	Unit	SFP+ TRANSCEIVER, pref. Aruba JL563A • 10GBASE SE-T SFP+ RJ45 30M	195,000.00
			CAT6A TRANSCEIVER	
8	1	Unit	CAT6A TRANSCEIVER NAS ENTERPRISE 12TB HDD FOR SYNOLOGY RS2423+ • pref. Synology HAT 5300 12TB Enterprise HDD	33,000.00
8	1 50	Unit	NAS ENTERPRISE 12TB HDD FOR SYNOLOGY RS2423+ • pref. Synology HAT 5300 12TB	33,000.00 90,000.00
			 NAS ENTERPRISE 12TB HDD FOR SYNOLOGY RS2423+ pref. Synology HAT 5300 12TB Enterprise HDD UTP PATCH CORD, pref. Panduit 5 METERS CAT6A 10GB 	

[1		
			 OS: Windows 11 Professional BATTERY: 75Wh capacity, Fast Charging Technology PORTS: Thunderbold 4 USB-C, Audio, HDMI 2.1, USB 3.2 Gen1 Type-A 	
12	1	Unit	OVER-EAR HEADPHONE, pref.	
			 Logitech ZV100 Noise-canceling mic, Dual omni- directional MEMS mics with directional beamforming and DSP Frequency Response: 100 ~ 8 KHz 	7,000.00
13	3	Unit	 WIRELESS ACCESS POINT, pref. Ubiquity U6 + 5 GHz WiFi 6 band, 2.4 GHz WiFi 4 band Gbps aggregate throughput rate Focused antenna pattern for optimal ceiling or wall mounting GbE RJ45 port (PoE In) Fits UAP nanoHD covers and the recessed mounting bracket 	26,100.00
14	3	Unit	 POE ADAPTOR, pref. Ubiquity 5 GHz WiFi 6 band, 2.4 GHz WiFi 4 band 	4,500.00
15	2	Unit	ORIGINAL FINGERPRINT READER, pref. Digital Persona UAP U4500	11,000.00
16	1	Unit	 ADF DUPLEX HIGH-SPEED SCANNER, pref. Epson WorkForce ES- 580W 35 Page Per Minute Scan Both Sides 100 Pages Feeder Capacity 4,000 Daily Throughput USB, TWAIN Drivers Supports Windows, MAC WiFi 	34,000.00
17	1	Unit	 LAPTOP, pref. Asus Vivobook 14- X1402ZA- EB109WS Intel Core I3- 1220P 8GB RAM DDR4 512 GB SSD UHD Graphics 14-Inch FHD Display Windows 11 Professional License MS Office Home & Student 2021 5 125H Processor Cores 14 (4+8+2) 	49,900.00
			 CONDITIONS: Equipment & Licenses, delivery and installation must be completed within 30 days from receipt of P.O. Equipment Installation and Licenses MUST BE INSPECTED & ACCEPTED BY ITO. 	

 Supplier must show proof that it is accredited reseller/distributor of the equipment to be delivered. Supplier must have a sales & technical support office in Naga/Metro-Naga. 	
PLACE OF DELIVERY: IT Office BID ENVELOPE COLOR: Blue	

- 2. The City Government of Naga invites bids for the above Procurement Project. Delivery of the Goods is required within thirty (30) calendar days after the issuance of the Notice to Proceed (NTP). Bidders should have completed a contract similar to the Project within the last five (5) years from the date of submission and receipt of bids. The description of an eligible bidder is contained in the Bidding Documents, specifically in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

- 4. Prospective Bidders may obtain further information from Local Government Unit of Naga City and inspect the Bidding Documents at the BAC Secretariat Office, Room 107, G/F, City Hall Building, City Hall Compound from 8:00AM to 5:00PM. The 6th edition of the Philippine Bidding Documents (PBDs) will be used.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on Monday, October 14, 2024 to Thursday, October 31, 2024 from the BAC Secretariat Office, Room 107 G/F, City Hall Building, City Hall Compound and may be downloaded at websites, naga.gov.ph and www.philgeps.gov.ph and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, the cost of bid documents is **Five Thousand Pesos** (P 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person during the dropping of bids.
- 6. The City Government of Naga will hold a **Pre-Bid Conference** on Monday, October 21, 2024, at 3:00PM at the City Procurement Office, Room 107, Ground Floor, Main Building, City Hall Compound, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound, on or before 3:00PM on Monday, November 4, 2024. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 9. **Bid opening** shall be on Monday, November 4, 2024, 3:00PM at the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. Additional information:
 - a) An Annual Registration Fee of Three Thousand (P 3,000.00) Pesos is required.
 - b) Forms in the PBD should be used in submitting proposals and should remain unaltered.
 - c) Bidders are strongly encouraged to download the digital copy of the Bid Documents utilizing the PhilGEPS DRL facility.

11. The City Government of Naga reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6

and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

Mr. REUEL M. OLIVER

BAC Vice Chairperson 1st Floor City Hall Building, City Hall Compound, J. Miranda Avenue Concepcion Pequena, Naga City 4400 Mobile Number: +63 918 909 9783 Email address: bac@naga.gov.ph, ncib@naga.gov.ph Website: www.naga.gov.ph

13. For downloading of bidding documents, you may visit the following websites: www.philgeps.gov.ph / www.naga.gov.ph

Date of Issue: October 12 to November 4, 2024

CION NELS Head of Procuring Entity THIS IS AN ELECTRONIC SIGNATURE

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, City Government of Naga wishes to receive Bids for the Supply, Delivery, and Installation of Backup Enterprise, Proxy and Immutable Servers and Other ICT Equipment, with Project/Contract Reference Number: 2024-036

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

2. Funding Information

- 2.1. The LGU through the source of funding as indicated below for Year 2024 in the amount of **Two Million Three Hundred Thirteen Thousand (P** 2,313,000.00) Pesos.
- 2.2. The source of funding is: LDF Account.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.

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

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and

- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at the **City Procurement Office, Room 107, Ground Floor, Main Building, City Hall Compound, Naga City**, as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be

authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in the **BDS.**

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid within one hundred twenty (120) calendar days from date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Supply, Delivery, and Installation of Backup Enterprise, Proxy and Immutable Servers and Other ICT Equipment and other similar procurement activities.
	b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than P 46,260.00 [equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	 b. The amount of not less than P 115,650.00 [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to

be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	"The delivery terms applicable to the Contract are DDP delivered in Naga City. In accordance with INCOTERMS."
	"The delivery terms applicable to this Contract are delivered in Naga City. 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 is Mr. Reuel M. Oliver, CGDH 1
	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:
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Spare Parts –
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

	1. such spare parts as the Procuring Entity may elect to purchase from
	the Supplier, provided that this election shall not relieve the Supplier
	of any warranty obligations under this Contract; and
	2. in the event of termination of production of the spare parts:
	i. advance notification to the Procuring Entity of the pending
	termination, in sufficient time to permit the Procuring Entity to
	procure needed requirements; and
	ii. following such termination, furnishing at no cost to the
	Procuring Entity, the blueprints, drawings, and specifications of
	the spare parts, if requested.
	The spare parts and other components required are listed in Section VI
	(Schedule of Requirements) and the costs thereof are included in the
	contract price.
	The Supplier shall carry sufficient inventories to assure ex-stock supply of
	consumable spare parts or components for the goods.
	Spare parts or components shall be supplied as promptly as possible.
	Packaging –
	r ackaging –
	The Supplier shall provide such packaging of the Goods as is required to
	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final
	destination, as indicated in this Contract. The packaging shall be sufficient
	to withstand, without limitation, rough handling during transit and
	exposure to extreme temperatures, salt and precipitation during transit, and
	open storage. Packaging case size and weights shall take into consideration,
	where appropriate, the remoteness of the Goods' final destination and the
	absence of heavy handling facilities at all points in transit.
	The packaging, marking, and documentation within and outside the
	packages shall comply strictly with such special requirements as shall be
	expressly provided for in the Contract, including additional requirements,
	if any, specified below, and in any subsequent instructions ordered by the
	Procuring Entity.
	The outer packaging must be clearly marked on at least four (4) sides as
	follows:
	Name of the Procuring Entity: Local Government Unit of Naga City
	Name of the Supplier
	Contract Description: ICT Equipment
	Final Destination: IT Office, LGU of Naga City
	Gross weight
	Any special lifting instructions
	Any special handling instructions
	Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to
	be placed on an accessible point of the outer packaging if practical. If not
	practical the packaging list is to be placed inside the outer packaging but
	outside the secondary packaging.
1	outside the secondary packaging.
	Transportation –
	Transportation – Where the Supplier is required under Contract to deliver the Goods CIF
	Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other

	named place of destination in the Philippines, as shall be specified in this
	Contract, shall be arranged and paid for by the Supplier, and the cost thereof
	shall be included in the Contract Price.
	Where the Supplier is required under this Contract to transport the Goods
	to a specified place of destination within the Philippines, defined as the
	Project Site, transport to such place of destination in the Philippines,
	including insurance and storage, as shall be specified in this Contract, shall
	be arranged by the Supplier, and related costs shall be included in the
	contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF,
	CIP or DDP, Goods are to be transported on carriers of Philippine registry.
	In the event that no carrier of Philippine registry is available, Goods may be
	shipped by a carrier which is not of Philippine registry provided that the
	Supplier obtains and presents to the Procuring Entity certification to this
	effect from the nearest Philippine consulate to the port of dispatch. In the
	event that carriers of Philippine registry are available but their schedule
	delays the Supplier in its performance of this Contract the period from when
	the Goods were first ready for shipment and the actual date of shipment the
	period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during
	transit other than those prescribed by INCOTERMS for DDP deliveries. In
	the case of Goods supplied from within the Philippines or supplied by
	domestic Suppliers risk and title will not be deemed to have passed to the
	Procuring Entity until their receipt and final acceptance at the final
	destination.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party
	claims of infringement of patent, trademark, or industrial design rights
	arising from use of the Goods or any part thereof.
4	The inspections and tests that will be conducted are: the General Services
-	Office (GSO), City Budget Office (CBO), and the End-User Unit/Office.
	Terms of Payment –
	Supplier may claim for progress billing on every completed, inspected, and
	accepted delivery as indicated in the delivery period as stated in the
	Invitation to Bid. Attached with the delivery receipt, the supplier is to
	issue and submit a statement of account to the procuring unit for progress
	payment processing within 30 days.

Section VI. Schedule of Requirements

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

LOT 1 1 WINDOWS SERVER (preferably 1 PowerEdge R450 or its equivalent) with the following minimum specifications: 2.5 Chassis SAS/SATA Backplane Trusted Platform Module 2.0 V3 8x2.5" (SAS/SATA) 1 CPU Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666 No Additional Processor Blank for 1CPU Configuration Heatsink for CPU less or equal 165W Performance Optimized 3200MT/s, DIMMs 2 x 32GB (16GB x 2) RDIMM, 3200MT/s, Dual Rank Unconfigured RAID PERC H755 SAS Front Front PERC Mechanical Parts, front load 2 x RAID 1 480GB SSD SATA Mix Use 6Gbps 51 2.5.in Hot- plug AG Drive, 3 DWPD Performance BIOS Settings No Energy Star Standard Fan x5 Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF 2 x Jumper Cord - C13/C14, 2M, 250V, 10A (EU, TW, APCC 	Item No.	Description	Qty	Total	Delivered, Days/Weeks/Months
1 WINDOWS SERVER (preferably 1 1 PowerEdge R450 or its equivalent) with the following minimum specifications: 2.5 Chassis SAS/SATA Backplane Trusted Platform Module 2.0 V3 8x2.5" (SAS/SATA) 1 CPU Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666 No Additional Processor Blank for 1CPU Configuration Heatsink for CPU less or equal 165W Performance Optimized 3200MT/s RDIMMs 2 x 32GB (16GB x 2) RDIMM, 3200MT/s RDI Rank Unconfigured RAID PERC H755 SAS Front Front PERC Mechanical Parts, front load 2 x RAID 1 480GB SSD SATA Mix Use 6Gbps 5 12 .2.5in Hot- plug AG Drive, 3 DWPD Performance BIOS Settings No Energy Star Standard Fan x5 Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF 2 x Jumper Cord - C13/C14, 2M, 230V, 10A (EU, TW, APCC 		LOT 1			
 Riser Config 0, 1xOCP 3.0(x16) + 1x16LP PowerEdge R450 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0 Standard Bezel 	No.	 LOT 1 WINDOWS SERVER (preferably PowerEdge R450 or its equivalent) with the following minimum specifications: 2.5 Chassis SAS/SATA Backplane Trusted Platform Module 2.0 V3 8x2.5" (SAS/SATA) 1 CPU Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666 No Additional Processor Blank for 1CPU Configuration Heatsink for CPU less or equal 165W Performance Optimized 3200MT/s RDIMMs 2 x 32GB (16GB x 2) RDIMM, 3200MT/s, Dual Rank Unconfigured RAID PERC H755 SAS Front Front PERC Mechanical Parts, front load 2 x RAID 1 480GB SSD SATA Mix Use 6Gbps 5 12 2.5in Hot- plug AG Drive, 3 DWPD Performance BIOS Settings No Energy Star Standard Fan x5 Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF 2 x Jumper Cord - C13/C14, 2M, 250V, 10A (EU, TW, APCC countries except ANZ) Riser Config 0, 1xOCP 3.0(x16) + 1x16LP PowerEdge R450 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0 			

iDRAC,Factory Generated			
Password			
• iDRAC Service Module (ISM),			
NOT Installed			
iDRAC Group Manager,			
Disabled			
• All drop-in/stab-in Combo Rails			
Without Cable Management Arm			
PowerEdge R450 Shipping -			
APCC/Taiwan			
PowerEdge R450 x8 Short Drive			
Shipping Material			
 PowerEdge 1U CCC Marking, 			
No CE Marking, APCC/TW			
CS INFO MIAS ISG Reporting			
Part			
 SI,ORDY,MOD,INFO,ISGAT 			
REPORT			
SI,GLOBAL,MOD,READY			
SI,MOD,INFO,FIDA OR			
BYPASS			
• SI,MOD,INFO,MIAS,POSTBU			
RN			
 SI,MOD,INFO,MIAS,AP 			
• SI,MOD,INFO,CSR,ELIGIBLE			
UEFI BIOS Boot Mode with			
GPT Partition			
No Operating System			
No Media Required			
OpenManage Enterprise			
Advanced			
No Systems Documentation, No			
OpenManage DVD Kit			
Basic Next Business Day 36			
Months-ACDTS			
ProSupport Plus and 4Hr Mission			
Critical-ACDTS Initial, 36			
Month(s)			
Same Business Day Onsite			
Diagnosis Service-ACDTS, 36			
Month(s)			
No Field Deployment			
Infrastructure Deployment			
• Imrastructure Deployment Selected			
Configuration Services, Standard			
ISG System Report, Deliver Via Email			
Warranty: 3 YEARS			
² SOFTWARE	2	2	
2 SOFTWARE Veeam Data Platform Advanced	L	L	
Universal Subscription License. Includes			
Enterprise Plus Edition features. 10			
instance pack. 1 Year Subscription			
Upfront Billing & Production (24/7)			
Support.			
• Subscription Universal license,			
sold by packs of 10. Includes VM,			

Server or Workstation Agents (for Windows, Linux and Oracle	
, , , , , , , , , , , , , , , , , , , ,	
Coloria) Claud VIM or Arr Dlug	
Solaris), Cloud VM or App Plug-	
In SAP/Oracle and CPT. Cannot	
be merged with Perpetual	
Universal license. For centralized	
management, all VULs must be	
Subscription.	
• 14x VM to backup total of	
5124GB data (25TB Repo disk	
capacity for 3 years)	
······································	
3 HARDWARE, pref. PowerEdge R360 1 1	
Server	
PowerEdge R360 Server	
Trusted Platform Module 2.0 V3	
3.5" Chassis with up to 4 Hot	
Plug Hard Drives, Front PERC	
• Intel Xeon E-2434 3.4G, 4C/8T,	
12M Cache, Turbo, HT (55W)	
DDR5	
Heatsink	
Performance Optimized	
• 5600MT/s UDIMMs	
16GB UDIMM, 5600MT/s ECC	
Unconfigured RAID	
PERC H755 SAS Front	
• 4 x Front PERC Mechanical	
Parts, front load	
16TB Hard Drive SATA ISE	
6Gbps 7.2K 512e 3.5in Hot-Plug,	
AG Drive	
Performance BIOS Settings	
No Energy Star	
 No Additional FAN for 3.5" 	
Chassis	
• 2 x Dual, Hot-Plug, Redundant	
Power Supply (1+1), 600W MM	
 Power Cord - C13, 3M, 125V, 	
15A (North America, Guam,	
North Marianas, Philippines,	
Samoa, Vietnam)	
Riser Config 0, No Riser	
 PowerEdge R360 Motherboard 	
with with Broadcom 5720 Dual	
Port 1Gb On-Board LOM	
PowerEdge 1U Standard Bezel	
Luggage Tag R360 POSS Plank	
BOSS Blank iDBACO, Basis 16C	
• iDRAC9, Basic 16G	
Force Change Password iDRAC9	
• iDRAC Service Module (ISM),	
NOT Installed	
iDRAC Group Manager,	
Disabled	
ReadyRails Sliding Rails With	
Cable Management Arm	

-	·			
	PowerEdge R360 Shipping, for APCC			
	 PowerEdge R350/R360 Shipping Material for 3.5" Chassis 			
	PowerEdge R360 CCC Marking,			
	No CE MarkingCS INFO MIAS ISG Reporting			
	Part			
	CS INFO MIAS ISG Reporting Part			
	• SI,GLOBAL,MOD, READY			
	 SI,MOD,INFO,FIDA OR BYPASS 			
	 SI,MOD,INFO,MIAS,POSTBU RN 			
	• SI,MOD,INFO,MIAS,AP			
	 SI,MOD,INFO,CSR,ELIGIBLE UEFI BIOS Boot Mode with 			
	GPT Partition			
	No Operating SystemNo Media Required			
	Secured Component Verification			
	 No Systems Documentation, No OpenManage DVD Kit 			
	Certified Deployment Partner T1			
	or DistributorBasic Next Business Day 12			
	Months-ACDTS			
	ProSupport and Next Business Day Onsite Service-ACDTS			
	Initial, 12 Month(s)			
	 ProSupport and Next Business Day Onsite Service-ACDTS 			
	Extension, 24 Month(s)			
	Infrastructure Deployment Selected			
	• Configuration Services, Standard ISG System Report, Deliver Via			
	EmailWarranty: 3 YEARS			
	-			
4	SOFTWARE, pref. Red Hat Enterprise Linux Server Standard Subscription	1	1	
	• Standard (1YEAR)			
	• Satellite (bundle), High Availability, Resilient Storage &			
	Extended Update Support			
	• For all support cases, standard business hours of coverage are			
	either 9 a.m. to 6 p.m. (0900-			
	1800) local time for North America or 9 a.m. to 5 p.m.			
	(0900-1700) for outside North			
	America. Standard business hours do not include weekends or local			
	public holidays.			
	• Web and phone support channels. Unlimited support cases.			
L		L		

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	 IMPLEMENTATION Onsite-Deployment Business Hours Includes hotel accommodation and transportation Knowledge Transfer 	1	1	
	 SLA Remote-1y 8x5 NBDS Consumable SLA Business Hours Only remote support activities will be provided. 	1	1	
	LOT 2			
5	EXTERNAL BATTERY MODULE for 10KVA Vertiv Liebert GXT5 Liebert GXT5 192V, 10kVA HV, Replacement UPS Battery Kit	2	2	
6	SFP TRANSCEIVER, pref. Aruba J8177D 1GB SFP RJ45 CAT5 100MTRANSCEIVER	8	8	
7	SFP+ TRANSCEIVER, pref. Aruba JL563A 10GBASE SE-T SFP+ RJ45 30M CAT6A TRANSCEIVER	6	6	
8	NAS ENTERPRISE 12TB HDD FOR SYNOLOGY RS2423+ pref. Synology HAT 5300 12TB Enterprise HDD	1	1	
9	UTP PATCH CORD, pref. Panduit 5 METERS CAT6A 10GB 28AWG	50	50	
10	UTP PATCH CORD, pref. Panduit 10 METERS CAT6A 10GB 28AWG	10	10	
11	 LAPTOP, pref. Asus UX3405MA- PP678WSM PROCESSOR: Ultra 5 125H Processor Cores 14 (4+8+2) DISPLAY: 14" 3K (2880x1800) OLED 120Hz MEMORY: 16GB RAM STORAGE: 1TB SSD OS: Windows 11 Professional BATTERY: 75Wh capacity, Fast Charging Technology PORTS: Thunderbold 4 USB-C, Audio, HDMI 2.1, USB 3.2 Gen1 Type-A 	2	2	
12	OVER-EAR HEADPHONE, pref. Logitech ZV100 Noise-canceling mic, Dual omni- directional MEMS mics with directional beamforming and DSP Frequency Response: 100 ~ 8 KHz	1	1	
13	 WIRELESS ACCESS POINT, pref. Ubiquity U6 + 5 GHz WiFi 6 band, 2.4 GHz WiFi 4 band Gbps aggregate throughput rate 	3	3	

14	 Focused antenna pattern for optimal ceiling or wall mounting GbE RJ45 port (PoE In) Fits UAP nanoHD covers and the recessed mounting bracket POE ADAPTOR, pref. Ubiquity 5 GHz WiFi 6 band, 2.4 GHz WiFi 4 	3	3	
	band			
15	ORIGINAL FINGERPRINT READER, pref. Digital Persona UAP U4500	2	2	
16	ADF DUPLEX HIGH-SPEED SCANNER, pref. Epson WorkForce ES- 580W	1	1	
17	LAPTOP, pref. Asus Vivobook 14- X1402ZA- EB109WS Intel Core I3- 1220P 8GB RAM DDR4 512 GB SSD UHD Graphics 14-Inch FHD Display Windows 11 Professional License MS Office Home & Student 2021 5 125H Processor Cores 14 (4+8+2)	1	1	

Section VII. Technical Specifications Technical Specifications

Item No.	Description Statement of Compliance				
		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.]			
	laws and issuances.]				
1	 WINDOWS SERVER (preferably PowerEdge R450 or its equivalent) with the following minimum specifications: 2.5 Chassis SAS/SATA Backplane Trusted Platform Module 2.0 V3 &x2.5" (SAS/SATA) 1 CPU Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666 No Additional Processor Blank for 1CPU Configuration Heatsink for CPU less or equal 165W Performance Optimized 3200MT/s RDIMMs 2 x 32GB (16GB x 2) RDIMM, 3200MT/s, Dual Rank Unconfigured RAID PERC H755 SAS Front Front PERC Mechanical Parts, front load 2 x RAID 1 480GB SSD SATA Mix Use 6Gbps 5 12 2.5in Hot-plug AG Drive, 3 DWPD Performance BIOS Settings No Energy Star Standard Fan x5 Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF 2 x Jumper Cord - C13/C14, 2M, 250V, 10A (EU, TW, APCC countries except ANZ) Riser Config 0, 1xOCP 3.0(x16) + 1x16LP PowerEdge R450 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0 				
	Broadcom 57416 Dual Port 10GbE BASE-T Ad				

	iDRAC, Factory Generated Password
	iDRAC Service Module (ISM), NOT Installed
	iDRAC Group Manager, Disabled
	A11 drop-in/stab-in Combo Rails Without Cable Management Arm
	PowerEdge R450 Shipping - APCC/Taiwan
	PowerEdge R450 x8 Short Drive Shipping Material
	 PowerEdge 1U CCC Marking, No CE Marking, APCC/TW
	No Internal Optical Drive
	CS INFO MIAS ISG Reporting Part
	 SI,ORDY,MOD,INFO,ISGAT REPORT
	• SI,GLOBAL,MOD,READY
	SI,MOD,INFO,FIDA OR BYPASS
	• SI,MOD,INFO,MIAS,POSTBURN
	• SI,MOD,INFO,MIAS,AP
	• SI,MOD,INFO,CSR,ELIGIBLE
	UEFI BIOS Boot Mode with GPT Partition
	No Operating System
	No Media Required
	OpenManage Enterprise Advanced
	No Systems Documentation, No OpenManage DVD Kit
	 Basic Next Business Day 36 Months-ACDTS
	 ProSupport Plus and 4Hr Mission Critical-ACDTS Initial, 36 Month(s)
	 Same Business Day Onsite Diagnosis Service-ACDTS, 36 Month(s)
	 No Field Deployment
	Configuration Services, Standard ISG System Report, Deliver Via Email Warranty: 3 YEARS
2	SOFTWARE
	 Veeam Data Platform Advanced Universal Subscription License. Includes Enterprise Plus Edition features. 10 instance pack. 1 Year Subscription Upfront Billing & Production (24/7) Support. Subscription Universal license, sold by packs of 10. Includes VM, Server or Workstation Agents (for Windows, Linux and Oracle Solaris), Cloud VM or App Plug-In SAP/Oracle and CPT. Cannot be merged with Perpetual Universal license. For centralized management, all VULs must be Subscription.
	• 14x VM to backup total of 5124GB data (25TB Repo disk capacity for 3 years)
3	HARDWARE, pref. PowerEdge R360 Server
~	PowerEdge R360 Server
	Trusted Platform Module 2.0 V3
	 3.5" Chassis with up to 4 Hot Plug Hard Drives, Front PERC
	 Intel Xeon E-2434 3.4G, 4C/8T, 12M Cache, Turbo, HT (55W) DDR5
	 Heatsink
	Performance Optimized
	 5600MT/s UDIMMs
	 16GB UDIMM, 5600MT/s ECC
	Unconfigured RAID
	PERC H755 SAS Front
	 4 x Front PERC Mechanical Parts, front load
	• 16TB Hard Drive SATA ISE 6Gbns 7 2K 512e 3 5in Hot-Plug AG Drive
	 16TB Hard Drive SATA ISE 6Gbps 7.2K 512e 3.5in Hot-Plug, AG Drive Performance BIOS Settings
	Performance BIOS Settings
	Performance BIOS SettingsNo Energy Star
	 Performance BIOS Settings No Energy Star No Additional FAN for 3.5" Chassis
	 Performance BIOS Settings No Energy Star No Additional FAN for 3.5" Chassis 2 x Dual, Hot-Plug, Redundant Power Supply (1+1), 600W MM
	 Performance BIOS Settings No Energy Star No Additional FAN for 3.5" Chassis 2 x Dual, Hot-Plug, Redundant Power Supply (1+1), 600W MM Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines,
	 Performance BIOS Settings No Energy Star No Additional FAN for 3.5" Chassis 2 x Dual, Hot-Plug, Redundant Power Supply (1+1), 600W MM

· · · · · · · · · · · · · · · · · · ·	
	PowerEdge R360 Motherboard with with Broadcom 5720 Dual Port 1Gb On-Board LOM
	PowerEdge 1U Standard Bezel
	• Luggage Tag R360
	BOSS Blank
	• iDRAC9, Basic 16G
	Force Change Password iDRAC9 x4
	iDRAC Service Module (ISM), NOT Installed
	iDRAC Group Manager, Disabled
	ReadyRails Sliding Rails With Cable Management Arm
	PowerEdge R360 Shipping, for APCC
	 PowerEdge R350/R360 Shipping Material for 3.5" Chassis
	PowerEdge R360 CCC Marking, No CE Marking
	CS INFO MIAS ISG Reporting Part
	CS INFO MIAS ISG Reporting Part
	• SI,GLOBAL,MOD, READY
	SI,MOD,INFO,FIDA OR BYPASS
	 SI,MOD,INFO,MIAS,POSTBURN
	• SI,MOD,INFO,MIAS,AP
	• SI,MOD,INFO,CSR,ELIGIBLE
	UEFI BIOS Boot Mode with GPT Partition
	No Operating System
	No Media Required
	Secured Component Verification
	 No Systems Documentation, No OpenManage DVD Kit
	Certified Deployment Partner T1 or Distributor
	Basic Next Business Day 12 Months-ACDTS
	 ProSupport and Next Business Day Onsite Service-ACDTS Initial, 12 Month(s)
	 ProSupport and Next Business Day Onsite Service-ACDTS Extension, 24 Month(s)
	Infrastructure Deployment Selected
	Configuration Services, Standard ISG System Report, Deliver Via Email
	Warranty: 3 YEARS
4	
4	SOFTWARE, pref. Red Hat Enterprise Linux Server Standard Subscription
	Standard (1YEAR) Satellite (hum die), High Augilability, Desilient Storage & Euton ded Undete Support
	• Satellite (bundle), High Availability, Resilient Storage & Extended Update Support
	• For all support cases, standard business hours of coverage are either 9 a.m. to 6 p.m. (0900- 1800) local time for North America or 9 a.m. to 5 p.m. (0900-1700) for outside North
	America. Standard business hours do not include weekends or local public holidays.
	 Web and phone support channels.
	Unlimited support cases.
	IMPLEMENTATION
	Onsite-Deployment Business Hours
	 Includes hotel accommodation and transportation
	Knowledge Transfer
	SLA
	Remote-1y 8x5 NBDS Consumable SLA Business Hours
	Only remote support activities will be provided.
_	LOT 2
5	EXTERNAL BATTERY MODULE for 10KVA Vertiv Liebert GXT5
	Liebert GXT5 192V, 10kVA HV, Replacement UPS Battery Kit
6	SFP TRANSCEIVER, pref. Aruba J8177D
	1GB SFP RJ45 CAT5 100MTRANSCEIVER
7	SFP+ TRANSCEIVER, pref. Aruba JL563A
0	10GBASE SE-T SFP+ RJ45 30M CAT6A TRANSCEIVER
8	NAS ENTERPRISE 12TB HDD FOR SYNOLOGY RS2423+ pref Synology HAT 5300 12TB Enterprise HDD
Lİ	pref. Synology HAT 5300 12TB Enterprise HDD

9	UTP PATCH CORD, pref. Panduit
	5 METERS CAT6A 10GB 28AWG
10	UTP PATCH CORD, pref. Panduit
	10 METERS CAT6A 10GB 28AWG
11	LAPTOP, pref. Asus UX3405MA-PP678WSM
	PROCESSOR: Ultra 5 125H Processor Cores 14 (4+8+2)
	• DISPLAY: 14" 3K (2880x1800) OLED 120Hz
	MEMORY: 16GB RAM
	STORAGE: 1TB SSD
	OS: Windows 11 Professional
	BATTERY: 75Wh capacity, Fast Charging Technology
	PORTS: Thunderbold 4 USB-C, Audio, HDMI 2.1, USB 3.2 Gen1 Type-A
12	OVER-EAR HEADPHONE, pref. Logitech ZV100
	Noise-canceling mic, Dual omni-directional MEMS mics with directional beamforming and DSP
	Frequency Response: 100 ~ 8 KHz
13	WIRELESS ACCESS POINT, pref. Ubiquity U6 +
	• 5 GHz WiFi 6 band, 2.4 GHz WiFi 4 band
	Gbps aggregate throughput rate
	• Focused antenna pattern for optimal ceiling or wall mounting
	• GbE RJ45 port (PoE In)
	Fits UAP nanoHD covers and the recessed mounting bracket
14	POE ADAPTOR, pref. Ubiquity
	5 GHz WiFi 6 band, 2.4 GHz WiFi 4 band
15	ORIGINAL FINGERPRINT READER, pref. Digital Persona UAP U4500
16	ADF DUPLEX HIGH-SPEED SCANNER, pref. Epson WorkForce ES-580W
	• 35 Page Per Minute
	Scan Both Sides
	• 100 Pages Feeder Capacity
	• 4,000 Daily Throughput
	USB, TWAIN Drivers
	• Supports Windows, MAC
17	WiFi
17	LAPTOP, pref. Asus Vivobook 14- X1402ZA- EB109WS
	• Intel Core I3- 1220P
	• 8GB RAM DDR4
	• 512 GB SSD
	• UHD Graphics
	• 14-Inch FHD Display
	• Windows 11 Professional License
	MS Office Home & Student 2021 5 125H Processor Cores 14 (4+8+2)

Section VIII. Checklist of Technical and Financial Documents

(Goods and Services: Medicines and Medical Supplies)

I. Technical Component Envelope

Legal Documents

 □ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- □ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- □ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and
- □ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- □ (f) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder; and
- \Box (g) License to Operate (LTO); and
- \square (h) Certificate of Product Registration (CPR); and
- \Box (i) ID of Pharmacist; <u>and</u>
- □ (j) Certificate of Good Manufacturing Practice (CGMP).

Financial Documents

 □ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

Note: Any missing documents in the above-mentioned checklist is a ground for outright rejection of the bid.

II. Financial Component Envelope

- \square (m) Original of duly signed and accomplished Financial Bid Form; and
- \Box (n) Original of duly signed and accomplished Price Schedule(s).

Other Documentary Requirements Under R.A. 9184 (As Applicable)

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

FORMS

Bid Form for the Procurement of Goods

Project/Contract Identification No.:

To: CITY GOVERNMENT OF NAGA

City Hall Compound, J. Miranda Avenue Concepcion Pequena, Naga City

	Having	examined	the	Philippine	Bidding	Doc	cuments	(PBDs)	including	the
Supple	emental c	or Bid Bulle	tin N	Jumbers		[ins	sert numbers]	, the rece	eipt of whic	ch is
hereby	dul	y ackn	owle	dged, v	we, tł	ne	unders	igned,	offer	to

_ [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of

_(P_____) Pesos [total Bid amount in words and figures]or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

the Pl		ertify/confirm	that	we comply w	with 1	the eligibi	lity ree	quirer	nents	pursuan	t to
		undersigned	is	authorized		submit					
attach	ned			[state the wr						ý	

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

Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:

Date: _____

Omnibus Sworn Statement

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

AFFIDAVIT

Ι,	, of legal age, [Civil Status],
[Nat aft	, of legal age, [Civil Status],, tionality], and residing at, er having been duly sworn in accordance with law, do hereby depose and state that:
1.	[If a sole proprietorship:] I am the sole proprietor or authorized representative of with office address at
	;
	[If a partnership, corporation, cooperative, or joint venture:]I am the duly authorized and designated representative of with office address at;
	office address at;
2.	[If a sole proprietorship:]As the owner and sole proprietor, or authorized representative of, 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 of the City Government of Naga, as
	shown in the attached duly notarized Special Power of Attorney;
	[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for of the City Government of Naga, as
	shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];
3.	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, <u>by itself or by relation, membership,</u> <u>association, affiliation, or controlling interest with another blacklisted person or</u> entity as defined and provided for in the Uniform Guidelines on Blacklisting;

- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. ______ is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

- 7. _____ complies with existing labor laws and standards; and
- 8. ______ is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

^{9.} ______ 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.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____ at Naga City, Philippines.

Name of Bidder or its Authorized Representative

Signatory's legal capacity Affiant

SUBSCRIBED AND SWORN to before me this ______ day of ______, 20___ [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. ______ and his/her Community Tax Certificate No. ______ issued on ______ at _____.

Witness my hand and seal this _____ day of _____, 20___ [month] [year].

BID SECURING DECLARATION

Project/Contract Identification No.:

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

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

Name of Bidder or its Authorized Representative

Signatory's legal capacity

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of ______, 20___ [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. _____ and his/her Community Tax Certificate No. _____ issued on ______ at _____.

Witness my hand and seal this _____ day of _____, 20___ [month] [year].

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

(similar to the contract to be bid, except under conditions provided for in Section 23.4.1.3 and 23.4.2.4 of the IRR, within 10 years)

Business Name:

Business Address:

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Amount of Completed contract (amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement	Date of Delivery
GOVERNMENT							
PRIVATE							

Note: This statement shall be supported with: 1. Contract, 2. Certificate of Completion, 3. End user's acceptance or official receipt(s) or sales invoice issued for the contract

STATEMENT OF ALL 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)

Business Name: Business Address:

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Delivery Schedule
GOVERNMENT							
PRIVATE							

Note: This statement shall be supported with: 1. Notice of Award and/or Contract; 2. Notice to Proceed, 3. Certificate of Accomplishment signed by the owner or authorized representative

Submitted by:

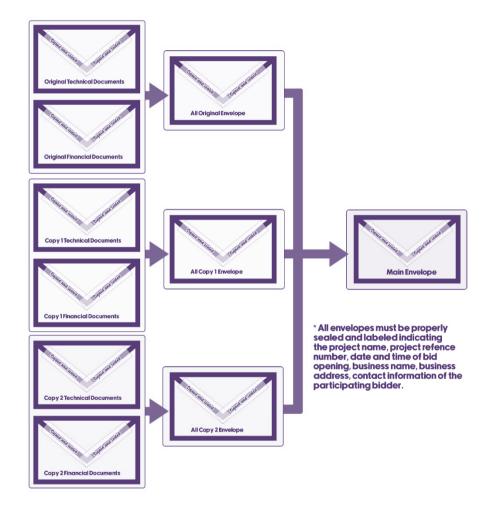
Name & Signature of Authorized Representative

Designation

Date

NOTE:

- PLEASE USE THE FORMS PROVIDED IN THIS PBD AND SHOULD REMAIN UNALTERED.
- KINDLY PUT TABS AT THE RIGHT SIDE OF ALL THE DOCUMENTARY REQUIREMENTS.



Republic of the Philippines