

Request for Offer
(NEGOTIATED PROCUREMENT – 53.1 TWO-FAILED BIDDINGS)

For the

**PROCUREMENT OF ONE (1)-YEAR
COMPREHENSIVE MAINTENANCE AND
SUPPORT SERVICES FOR THE DATA CENTER
INFORMATION TECHNOLOGY
INFRASTRUCTURE AND AUXILIARY
EQUIPMENT OF THE BUREAU OF THE
TREASURY (BTr) – PANAY OFFICE**

Reference: AMP 19-028-8

Request for Offer
(Negotiated Procurement – 53.1. Two-Failed Biddings)
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for the

**PROCUREMENT OF ONE (1)-YEAR COMPREHENSIVE
MAINTENANCE AND SUPPORT SERVICES FOR THE DATA
CENTER INFORMATION TECHNOLOGY INFRASTRUCTURE
AND AUXILIARY EQUIPMENT OF THE BTr – PANAY
OFFICE**

*FUNDING SOURCE: Government of the Philippines (GOP) through the approved
General Appropriations Act of CY 2017 of BTr*

The Procurement Service (PS) invites Philippine Government Electronic Procurement System (PhilGEPS) registered Service Providers to bid and submit their best and final offer for the project under Negotiated Procurement, as allowed under the Implementing Rules and Regulations of the Republic Act No. 9184.

The Bids and Awards Committee shall invite at least three (3) Service Providers, including those disqualified in previous biddings for the project, for negotiation to ensure competition. This, notwithstanding, **those who responded through any of the required postings shall be allowed to participate.** Letter of intent to participate in the negotiation shall be **submitted on or before December 10, 2019.**

Negotiations shall be conducted on **13 December 2019 at 10:00 A.M.** and shall cover the areas of delivery, technical specifications and other terms and conditions for the item hereunder indicated:

Lot No.	Quantity	Item/Description	Approved Budget for the Contract	Price of Bid Documents	Delivery Period
1	1 lot	One (1)-Year Comprehensive Maintenance and Support Services for the Data Center Information Technology Infrastructure and Auxiliary Equipment of the BTr – Panay Office <i>See Terms of Reference for Panay Office</i>	₱8,173,076.92	₱1,000.00	Refer to Schedule of Requirements (Section II)

1. The summary of the Schedule of Activities is as follows:

Posting of Invitation to Bid/Sending of Direct Invitation to Eligible Bidders	06 December 2019
Issuance and Availability of Bid Documents	06 December 2019
Deadline of Submission of Letter of Intent	12 December 2019
Preliminary Conference/Negotiation	13 December 2019 (10:00 AM)
Last Day of Issuance of Supplemental Bid Bulletin	13 December 2019
Deadline of Submission of Proposals (Best and Final Offer)	20 December 2019 (10:00 AM)
Opening of Proposals (Best and Final Offer)	Immediately after the deadline of submission of the Proposal

2. This procurement will be conducted through Negotiated Procurement under the instance of Two-Failed Biddings¹ (Section 53.1) of the revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
3. A complete set of Bidding Documents maybe acquired by interested Service Providers from the Bids and Awards Committee VIII (BAC VIII), see address below, and upon payment of a non-refundable fee pursuant to the Schedule of Fees. Service Providers who have been declared "eligible" during the first two (2) failed biddings need not pay for the bid documents.

The Bidding Documents may also be downloaded free of charge from the website of the PhilGEPS provided that the prospective Service Providers shall pay the non-refundable price before the deadline for submission of offers.

4. The PS will hold Negotiations pursuant to the Schedule of Activities which shall be **open to all interested Service Providers who have submitted their Letter of Intent.**
5. Opening of Eligibility Documents and Best and Final Offer shall be conducted at the Procurement Service, PS Complex, R.R. Road, Cristobal St., Paco, Manila. Documents and offers will be disclosed in the presence of the Service Providers' representatives who choose to attend the activities.

Late offers shall not be accepted.

6. Prospective Service Providers shall have their duly accomplished Financial Offer (inclusive of the Schedule of Requirements and Technical Specifications) in two (2) sealed envelopes received and dropped in the designated bid box located at the Procurement Service.

¹ Public Bidding Nos. 19-166-8 and 19-237-8 (Lot 2)

7. The PS reserves the right to accept or reject any offer, to annul the bidding process, and to reject any or all offers at any time prior to contract award, without thereby incurring any liability to the affected Bidders.
8. For further inquiries, please contact:

Bids and Awards Committee VIII
Procurement Service
PS Complex, R.R. Road, Cristobal St., Paco, Manila
(02)8-290-6300 / 8-290-6400 / (0917)537-8811
pd8@ps-philgeps.gov.ph

(Sgd.) **ENGR. JAIME M. NAVARRETE, JR.**
Chairperson, BAC VIII

SECTION I. INSTRUCTIONS TO BIDDERS

I. General

1. Scope of Offer

The Procurement Service wishes to receive offers for the **PROCUREMENT OF ONE (1)-YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE DATA CENTER INFORMATION TECHNOLOGY INFRASTRUCTURE AND AUXILIARY EQUIPMENT OF THE BTr – PANAY OFFICE** as described in Section III. Technical Specifications.

The lot is:

Lot No.	Agency	Qty	Item/Description	Approved Budget for the Contract
1	BTr	1 lot	One (1)-Year Comprehensive Maintenance and Support Services for the Data Center Information Technology Infrastructure and Auxiliary Equipment of the BTr – Panay Office <i>See Terms of Reference for Panay Office</i>	₱8,173,076.92

2. Source of Funds

The Funding Source is Government of the Philippines (GOP) through approved under General Appropriations Act of CY 2017 of BTr.

3. Eligible Bidders

The following are eligible to submit offer:

1. Those who were directly invited to attend the negotiations and those names appear as shortlist as published through Bulletin; or
2. Those who submitted the required documents on or before the deadline of submission of eligibility documents for purposes of determination of shortlist and whose names appear in the shortlist as published through Bulletin.

4. Bidder's Responsibilities

The Bidder is responsible for the following:

1. Having taken steps to carefully examine all of the Request for Offer;
2. Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

3. Having made an estimate of the facilities available and needed for the contract, if any;
4. Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided, if there is any;
5. Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
6. Ensuring that 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;
7. Authorizing the Chairperson of the PS BAC or its duly authorized representative/s to verify all the documents submitted;
8. Ensuring 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 and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
9. Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and

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

II. Preparation of Offers

- 1. All Bidders who were directly invited by the PS and have responded thru their Letter of Intent shall be deemed eligible to submit Offer.**

Bidders who were not directly invited but have responded thru their Letter of Intent shall submit the following documents on or before the date specified in the Deadline of Submission of Proposal:

1. PhilGEPS Certificate of Registration (Platinum Membership).

The PhilGEPS Certificate of Registration and Membership shall reflect the 2018 AFS. Otherwise, the contractor should also submit together with PhilGEPS Certificate of Registration and Membership the 2018 AFS.

The valid PhilGEPS Certificate of Registration (Platinum Membership) shall reflect the updated eligibility documents. Should the Annex A of said Certificate reflect a document not updated, the Bidder shall submit,

together with the Certificate certified true copies of the updated documents.

Notwithstanding the above requirements, the Bidder may opt to submit the following eligibility documents in lieu of the submission of the PhilGEPS Certificate of Registration (Platinum Membership):

- a. Business Registration;
- b. Mayor's Permit for 2019 is required in this bidding;
- c. 2018 Audited Financial Statement;
- d. Valid and current Tax Clearance; and
- e. Valid and Applicable PCAB License (Small B) and registration for the type and cost of the contract to be offered/Special PCAB License in case of joint venture.

In the former case, the contractor shall submit a valid and updated PhilGEPS Registration Certificate within a non-extendible period of three (3) calendar days from receipt notice from the BAC that it has submitted the Lowest/Single Calculated Quotation (L/SCQ).

2. Statement of all ongoing and single largest similar completed government and private contracts shall include all such contracts, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 1. name of the contract;
 2. date of the contract;
 3. kinds of Goods;
 4. amount of contract and value of outstanding contracts;
 5. date of delivery; and
 6. end user's acceptance or official receipt (s) issued for the contract, if completed.

Bidders shall submit separate statements for (1) single largest similar completed contract/s, and (2) on-going contracts and awarded but not yet started contracts.

The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Contractor to current prices using the Philippine Statistics Authority (PSA) consumer price index.

For this purpose, similar contracts shall refer to any contract involving Data Center and Facilities Maintenance which includes all components: Electrical System, Fire Suppression, Air-conditioning Unit, Uninterruptible Powers Supply (UPS), Structured Cabling System, Security Access Control and CCTV with a contract amount of at least 50% of the ABC.

In lieu of the above requirement the bidder has the following option:

- a) The prospective bidder should have completed at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least the percentage of the ABC as required above; and
- b) The largest of these similar contracts must be equivalent to at least twenty five percent (25%) of the ABC as required above.

Attached as Annexes C and D, Section IV. Bid Forms are the standard forms for this requirement including the instructions and guidelines in the accomplishment of said forms.

3. If applicable, the JVA (Annex E) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partner constitutes compliance.
4. Conformity with Schedule of Requirements as stated in Section II of this Bidding Documents;
5. Conformity with Technical Specifications as stated in Section III of this Bidding Documents;
6. Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section IV. Bid and Sample Forms, Annex B.
7. Project Requirements which shall include the following:
 - a. Organizational Chart for the contract to be offered;
 - b. List of contractor's personnel to be assigned to the contract to be offered, with their complete qualification and experience data; and
 - c. List of contractor's equipment with certification that they shall be available for the duration of the project.
8. Financial Offer

8.1 Financial Proposal (Quotation)

2. Format and Signing of Offers

- i. Bidders shall submit their offers through their duly authorized representative using the appropriate forms provided in Section V. Bidding Forms.
- ii. Each Bidders shall submit *one (1)* original and *one (1)* copy of the offer.

The duplicates i.e. copies 1 must include the same documents as that of the original set of documents.

In the event of a discrepancy between the original and the copy, the original shall prevail.

- iii. The offer, except for un-amended printed literature, shall be signed, and each and every page thereof shall be initialled, by the duly authorized representative/s of the Bidders.
- iv. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the duly authorized representative/s of the Bidders.

3. Sealing and Marking of Offers

- i. Bidders shall enclose their original in one sealed envelope marked "ORIGINAL OFFER".
- ii. Copy 1 shall be similarly sealed duly marking the inner envelopes as "COPY NO. 1". These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- iii. All envelopes shall be addressed to the PS BAC and shall bear or indicate:
 1. the name of the contract to be offered;
 2. the name and address of the contractor;
 3. the specific identification of this bidding process; and
 4. a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids.
- iv. If offers are not sealed and marked as required, the PS BAC will assume no responsibility for the misplacement or premature opening of the offer.

III. Submission and Opening of Eligibility, Technical and Financial Requirement

1. Deadline for Submission of Offers

The address for submission of offer is:

Bids and Awards Committee VIII
Procurement Service
Bid Box Area, 2nd Floor
PS Complex, R.R. Road, Cristobal Street,
Paco, Manila

The deadline for submission of Financial Offer is on 20 December 2019 (10:00 AM)

2. Modification and Withdrawal of Offers

- i. Bidders may modify their offers after it has been submitted; provided that the modification is received by the PS BAC prior to the deadline prescribed for submission and receipt of offer. The Bidders shall not be allowed to retrieve its original offer but shall be allowed to submit another offer equally sealed, properly identified, linked to its original offer marked as "OFFER MODIFICATION" and received using the official receiving system. Offer modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- ii. A Bidder may, through a Letter of Withdrawal, withdraw its offer after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the PS BAC prior to the deadline prescribed for submission and receipt of offer.
- iii. Offers requested to be withdrawn shall be returned unopened to the Bidders. A Bidder that withdraws its offer shall not be permitted to submit another offer, directly or indirectly, for the same contract.
- iv. No offer may be modified after the deadline for submission of offers. No offer may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of offer validity specified by the Bidder in the Financial Offer Form.

3. Opening and Preliminary Examination of Offers

- i. During the opening of offers, only the authorized representative shall be allowed to "assist", if required by the BAC, in the opening of offers.
- ii. Letters of withdrawal shall be read out and recorded during offer opening, and the envelope containing the corresponding withdrawn offer shall be returned to the Bidder unopened.
- iii. The PS BAC members shall sign the abstract of offers as read.

IV. Evaluation and Comparison of Offers

1. Clarification of Offers

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

2. Detailed Evaluation and Comparison of Offers

The PS BAC will undertake the detailed evaluation and comparison of offers in order to determine the Best and Final Offer.

The simplified offer evaluation to determine the Best and Final Offer shall be conducted in accordance with this RFO and the procedure adopted in public bidding insofar as the latter does not conflict with the former.

For purposes of determination of the Best and Final Offer, the offer with the lowest price as calculated shall be evaluated first. If the same complies with all the mandatory requirements and conditions of the RFO, it shall be declared the Best and Final Offer. The same process shall be repeated for the next lower offer until the Best and Final Offer is declared.

If the PS BAC declares Best and Final Offer, said offer shall be recommended to the Head of the Procuring Entity for award of contract to the Contractor at its submitted offer or its negotiated offer, whichever is lower.

3. Reservation Clause

Notwithstanding the determination of Best and Final Offer, the PS BAC concerned reserves the right to review its qualifications at any stage of the procurement process 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 documents and/or Offer. Should such review uncover any misrepresentation made in the eligibility and procurement requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the PS-DBM BAC shall consider the said Bidder as ineligible and shall disqualify it from submitting an offer or from obtaining an award or contract.

In accordance with Section 41 of the revised IRR of R.A. 9184, the PS-DBM 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.

In addition, the PS BAC may likewise declare a failure of bidding when:

- i. No offers are received;
- ii. No one made it to the Shortlist;
- iii. All offers that fail to comply with all the mandatory requirements; or
- iv. The Bidder with Best and Final Offer refuses, without justifiable cause to accept the award of contract, and no award is made.

V. Award of Contract

1. Contract Award

The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the Best and Final Offer.

Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- i. Submission of the valid JVA, if applicable, within five (5) calendar days from receipt by the Bidder of the notice from the PS-DBM BAC that the Bidder has the Best and Final Offer; and
- ii. Signing of the contract.

At the time of contract award, the PS BAC shall not increase or decrease the quantity of goods originally specified in Section II. Schedule of Requirements.

2. Signing of the Contract

The Procuring Entity shall enter into contract with the successful Bidder within ten (10) calendar day from issuance of Notice of Award.

The following documents shall form part of the contract:

- i. Request for Offer;
- ii. Winning Bidder’s offer and all other documents/statements submitted prior the Shortlist;
- iii. Notice of Award of Contract; and
- iv. Other contract documents that may be required by existing laws and/or specified in the Instruction to Bidder.

VI. Performance Security

To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

The Procuring Entity shall prescribe at least two (2) acceptable forms of performance security taken from two (2) categories below that Bidders may opt to use, denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank;	Five percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;	
Surety bond callable upon demand issued by the surety or insurance company duly certified by the	Thirty percent (30%)

Insurance Commission as authorized to issue such security; and/or	
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award, in which event the Procuring Entity shall initiate and complete the evaluation of the remaining offers. The procedure shall be repeated until the Best and Final Offer is identified and selected for contract award.

VII. Warranty Security

The Bidder warrants that the goods, if any, supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

The Bidder 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 Bidder that may develop under normal use of the supplied Bidder in the conditions prevailing in the country of final destination.

In order to assure that manufacturing defects shall be corrected by the Bidder, a warranty shall be required from the Supplier within thirty calendar days. The obligation for the warranty shall be covered by, at the Bidder's option, either retention money in an amount equivalent to at least ten percent (1%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (1%) of the Contract Price. The said amounts shall only be released after the lapse of the warranty period of **ONE (1) YEAR** provided, however, that the Supplies or Infrastructures delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

The Procuring Entity shall promptly notify the Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, within the thirty calendar days and with all reasonable speed, repair or replace the defective Goods or Infrastructure or parts thereof, without cost to the Procuring Entity.

If the Bidder, having been notified, fails to remedy the defect(s) within the period specified above, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Bidder under the Contract and under the applicable law.

NOTE:

All other terms and conditions under Public Bidding Nos. 19-166-8 and 19-237-8 (Lot 2) consistent with the provisions of this Request for Quotation shall be applicable for this Negotiated Procurement.

SECTION II. SCHEDULE OF REQUIREMENT

SCHEDULE OF REQUIREMENT

Lot No.	Agency	Qty	Item/Description	Delivery period
1	BTr	1 lot	One (1)-Year Comprehensive Maintenance and Support Services for the Data Center Information Technology Infrastructure and Auxiliary Equipment of the BTr – Panay Office <i>See Terms of Reference for Panay Office</i>	Within One (1) Year from the effective date indicated in the Notice to Proceed

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company	Signature over Printed Name of Authorized Representative	Date
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SECTION III. TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATIONS

LOT NO. 1 : **One (1)-Year Comprehensive Maintenance and Support Services for the Data Center IT Infrastructure and Auxiliary Equipment of the BTr – Panay Office**

QUANTITY : **1 lot**

APPROVED BUDGET FOR THE CONTRACT : **₱8,173,076.92**

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE
Conforms to the attached Terms of Reference for the Procurement of One (1) - year Comprehensive Maintenance and Support Services for the Data Center IT Infrastructure and Auxiliary Equipment of the Bureau of the Treasury – Panay Office dated 17 July 2019	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company

Signature Over Printed Name of
Authorized Representative

Date

SECTION IV. BIDDING FORMS

SECTION IV. BIDDING FORMS

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Contract Agreement Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

[Addendum showing the corrections, if any, made during the bid evaluation should be attached with this agreement]

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

1. *Select one, delete the other:*

If a sole proprietorship: I am the sole proprietor of *[Name of Contractor]* with office address at *[address of Contractor]*;

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

2. *Select one, delete the other:*

If a sole proprietorship: As the owner and sole proprietor of *[Name of Contractor]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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 and/or to represent the *[Name of Contractor]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

3. *[Name of Contractor]* 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;

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 Contractor]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *Select one, delete the rest:*

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

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

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

7. *[Name of Contractor]* complies with existing labor laws and standards;

8. *[Name of Contractor]* is aware of and has undertaken the following responsibilities as a Contractor:

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 *[Name of the Project]*.

9. *[Name of Contractor]* 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; and

10. *[Name of Contractor]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: _____
Fax No/s.: _____
Email Add/s.: _____
Mobile No.: _____

It is understood that notice/s transmitted in the above stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the Revised Implementing Rules and Regulations of republic Act No. 9184 shall commence from receipt thereof.

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

***[Insert NAME OF CONTRACTOR'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]***
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon issued on ____ at ____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
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 ____.

Note:

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the contractor's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ (company) _____ has the following completed contracts for the period CY 2009-2019.

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of Authorized Representative

Date

*Instructions:

- a) Cut-off date as of:
 - (i) Up to the day before the deadline of submission of bids.
- b) **In the column under “Dates”, indicate the dates of Delivery/ End-user’s Acceptance and Official Receipt.**
- c) **“Name of Contract”. Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: “Supply and Delivery of Generator Set”**

Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts

This is to certify that _____ (company) _____ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of
Authorized Representative

Date

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - i. **The day before the deadline of** submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) **“Name of Contract”**. **Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations.** *Example: “Supply and Delivery of Generator Set”*

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this _____ day of _____ 201_ at _____ City, Philippines by and among:

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as "_____";

- and -

_____ a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as "_____";

- and -

_____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, _____, hereinafter referred to as "_____";

Henceforth collectively referred to as the "**Parties**"

WITNESSETH: That

WHEREAS, the Procurement Service (PS) has recently published Request for Offer for the Supply and Delivery of _____ for the _____;

WHEREAS, the parties have agreed to pool their resources together to form the "_____ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “ _____ ”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of _____ business _____ at _____ ;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PS and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination.

**ARTICLE II
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the procurement to be conducted by the PS-DBM Bids and Awards Committee for the supply and delivery of _____ for the _____ .

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of _____ (Php) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	_____ .00
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, ____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Request for Offer, Bid Bulletin/s, and other related documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the _____, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City/Municipality of _____ (indicate also the Province in the case of Municipality _____, this _____ day of _____ (month & year) _____ personally appeared the following:

Name ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

(Notary Public)

Doc. No. ;
Page No. ;
Book No. ;
Series of 20__.

Note:

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

ANNEX F

Form of Performance Security (Bank Guarantee)

To: Procurement Service
PS Complex, Cristobal St.,
Paco, Manila

WHEREAS, _____ (*Name and Address of Contractor*) (hereinafter called "the Contractor") has undertaken, in pursuance of Purchase Order No. _____ dated _____ to execute (*Name of Contract and Brief Description*) (hereinafter called "the Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [*Amount of Guarantee*] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of Final Acceptance [Inspection and Certification of Acceptance Report (I.C.A.R.)].

SIGNATURE AND SEAL OF THE
GUARANTOR
NAME OF BANK
ADDRESS
DATE

SUPPLIER'S LETTERHEAD

Date

The PS BAC Chairperson VIII

Procurement Service Complex
PS Complex, R.R. Road, Cristobal St.
Paco, Manila

Dear Sir:

This has reference to Invitation to Bid under Reference No. AMP **19-028-8** for the **PROCUREMENT OF ONE (1)-YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE DATA CENTER INFORMATION TECHNOLOGY INFRASTRUCTURE AND AUXILIARY EQUIPMENT OF THE BTr – PANAY OFFICE.**

_____ (Name of Company) _____ respectfully requests for the following:

- () Withdraw of Bid Submissions
- () Refund of Bid Security (Attached is a photocopy of the Procurement Service Official Receipt)
- () Cancellation of Credit Line Certificate

It is understood that _____ waives its right to file any motion for reconsideration and/or protest in connection with the above-cited Negotiated Bidding Project.

Thank you.

Very truly yours,

Authorized Signatory for the Company

Financial Offer Form

Date: _____
RFO: **AMP 19-028-8**

To: **The PS BAC Chairperson VIII**
*Procurement Service
PS Complex, R.R. Road
Cristobal St., Paco, Manila*

Gentlemen and/or Ladies:

Having examined the Invitation to Bid including Bid Bulletins and other documents, the receipt of which is hereby duly acknowledged, we offer to ***PROCUREMENT OF ONE (1)-YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE DATA CENTER INFORMATION TECHNOLOGY INFRASTRUCTURE AND AUXILIARY EQUIPMENT OF THE BTr – PANAY OFFICE*** in conformity with the said Invitation to Bid for the sums stated hereunder:

Lot No.	Quantity	Item/Description	Total Price
1	1 Lot	One (1)-Year Comprehensive Maintenance and Support Services for the Data Center Information Technology Infrastructure and Auxiliary Equipment of the BTr – Panay Office <i>See Terms of Reference for Panay Office</i>	

** The Bidder shall also provide a Breakdown of Costs. Any format will suffice for as long as the details are present to arrive at the Total Price.*

TOTAL PRICE IN WORDS:

Lot 1: _____

We undertake, if our Offer is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements and to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

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

[date]

[name]
[capacity]
[company name]
[company address]

