

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF LOAD BALANCER UNDER ITB No. PB21-00-006COR**

Government of the Republic of the  
Philippines

**Sixth Edition  
January 26, 2021**

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>3</b>
<b>Section I. Invitation to Bid.....</b>	<b>6</b>
<b>Section II. Instructions to Bidders.....</b>	<b>7</b>
1. Scope of Bid .....	11
2. Funding Information.....	11
3. Bidding Requirements .....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	11
5. Eligible Bidders.....	11
6. Origin of Goods .....	13
7. Subcontracts .....	12
8. Pre-Bid Conference .....	12
9. Clarification and Amendment of Bidding Documents .....	12
10. Documents comprising the Bid: Eligibility and Technical Components.....	12
11. Documents comprising the Bid: Financial Component .....	13
12. Bid Prices .....	13
13. Bid and Payment Currencies .....	14
14. Bid Security .....	14
15. Sealing and Marking of Bids .....	14
16. Deadline for Submission of Bids .....	15
17. Opening and Preliminary Examination of Bids .....	15
18. Domestic Preference .....	15
19. Detailed Evaluation and Comparison of Bids .....	15
20. Post-Qualification .....	17
21. Signing of the Contract .....	18
<b>Section III. Bid Data Sheet .....</b>	<b>19</b>
<b>Section IV. General Conditions of Contract.....</b>	<b>19</b>
1. Scope of Contract .....	20
2. Advance Payment and Terms of Payment .....	20
3. Performance Security .....	20
4. Inspection and Tests .....	20
5. Warranty .....	21
6. Liability of the Supplier .....	21
<b>Section V. Special Conditions of Contract .....</b>	<b>22</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>27</b>
<b>Section VII. Technical Specifications .....</b>	<b>29</b>
<b>Section VIII. Checklist of Technical and Financial Document.....</b>	<b>37</b>

# ***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, INSTALLATION AND COMMISSIONING OF LOAD BALANCER UNDER ITB No. PB21-00-006COR**

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1. The Philippine Amusement and Gaming Corporation (PAGCOR), through the PAGCOR's Corporate Budget for CY 2020 intends to apply the sum of **Thirteen Million Four Hundred Fifty-Six Thousand Three Hundred Fifty Pesos (PhP13,456,350.00), VAT Exclusive, Zero-Rated Transaction**, being the total ABC to payments under the contract for the Supply, Delivery, Installation and Commissioning of Load Balancer.
2. The PAGCOR now invites bids for the above Procurement Project. Delivery of the Goods is required within **thirty (30) calendar days** from receipt by the winning supplier of the Notice to Proceed (NTP). Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from PAGCOR and interested bidders may inspect and obtain further information from the Procurement Department (PD), acting as the BAC Secretariat, of PAGCOR and/or inspect the Bidding Documents at the Eighth (8<sup>th</sup>) Floor, PAGCOR Corporate Annex Office, Carmen Bldg. 1105 U.N. Avenue corner Maria Orosa St., Ermita, Manila during office hours of PAGCOR from 9:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **January 26, 2021, (Thursday) to February 17, 2021 (Wednesday)** from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos (PhP25,000.00)**.

PAGCOR shall allow the bidder to present its proof of payment for the fees either in person, by facsimile, or through electronic means.

Prospective bidders may also download the Bidding Documents free of charge from [www.pagcor.ph](http://www.pagcor.ph) and [www.philgeps.gov.ph](http://www.philgeps.gov.ph) and may be allowed to submit bids provided that bidders pay the applicable fee of the Bidding Documents not later than the deadline for the submission and receipt of bids.

In effecting payment for the Bidding Documents, prospective bidders shall present either the Payment Slip, which may be secured from the PD, or a copy of this Invitation to Bid (ITB) to PAGCOR's Cashier, located at the Sixth (6<sup>th</sup>) Floor, PAGCOR Executive Office, New Coast Hotel Manila, 1588 M.H. del Pilar Street corner Pedro Gil Street, Malate, Manila.

6. The PAGCOR will hold a Pre-Bid Conference on **February 3, 2021 (Wednesday), 10:00 a.m.** at the Corporate Lounge, Sixth (6<sup>th</sup>) Floor, PAGCOR Executive Office, New Coast Hotel Manila, 1588 M.H. del Pilar Street corner Pedro Gil Street, Malate, Manila, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission on or before **February 13, 2021 (Wednesday), 10:00 a.m.** at the Corporate Lounge, Sixth (6<sup>th</sup>) Floor, PAGCOR Executive Office, New Coast Hotel Manila, 1588 M.H. del Pilar Street corner Pedro Gil Street, Malate, Manila. 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 **February 17, 2021 (Wednesday), 10:00 a.m. onwards** at the Corporate Lounge, Sixth (6<sup>th</sup>) Floor, PAGCOR Executive Office, New Coast Hotel, 1588 M.H. del Pilar Street corner Pedro Gil Street, Malate, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders shall bear all costs associated with the preparation and submission of their bids, and PAGCOR will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bidders should note that PAGCOR will accept bids only from those that have paid the applicable fee for the Bidding Documents.

PAGCOR assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.

In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the Bids and Awards Committee (BAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

- a) In alphabetical order, the bidders shall pick one rolled paper.



- b) The lucky bidder who would pick the paper with a “CONGRATULATIONS” remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.
11. The PAGCOR 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:
- Jimcel O. Besa - Procurement Officer (PO) I and/or Bryan S. Bigalbal – Senior Procurement Officer (SPO)  
Procurement Department  
PAGCOR Corporate Annex Office, Carmen Bldg. 1105 U.N. Avenue corner Maria Orosa St., Ermita, Manila  
jimcel.besa@pagcor.ph  
Tel Nos.: 7755-3711 or 7755-3799 local 7423.  
www.pagcor.ph
13. You may visit the following websites:
- For downloading of Bidding Documents: [www.pagcor.ph](http://www.pagcor.ph) or [www.philgeps.gov.ph](http://www.philgeps.gov.ph)

Date of Issue: January 26, 2021:

**SGD**

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**RODERICK R. CONSOLACION**  
Chairperson  
BIDS AND AWARDS COMMITTEE (BAC) 2

BSB/JOB

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

## **1. Scope of Bid**

The Procuring Entity, Philippine Amusement and Gaming Corporation (PAGCOR), wishes to receive Bids for the Supply, Delivery, Installation and Commissioning of Load Balancer under ITB No. PB21-00-006COR with a total Approved Budget for the Contract (ABC) in the amount of Thirteen Million Four Hundred Fifty-Six Thousand Three Hundred Fifty Pesos (PhP13,456,350.00), VAT Exclusive, Zero Rated Transaction.

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for CY 2020 in the amount of Thirteen Million Four Hundred Fifty-Six Thousand Three Hundred Fifty Pesos (PhP13,456,350.00, VAT Exclusive, Zero Rated Transaction.

2.2. The source of funding is the Corporate Operating Budget – PAGCOR’s Corporate Budget for CY 2021.

## **3. Bidding Requirements**

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

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

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

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

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

## **5. Eligible Bidders**

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its address, Corporate Lounge, Sixth (6<sup>th</sup>) Floor, PAGCOR Executive Office, New Coast Hotel Manila, 1588 M.H. Del Pilar Corner Pedro Gil Streets, Malate, Manila as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.

- 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 **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for one hundred twenty (120) calendar days from the date of the Submission, Opening and Preliminary Examination 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**

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

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

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

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

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

## **18. Domestic Preference**

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

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

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 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 grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.2. 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**

<b>ITB Clause</b>							
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p><b>a. Supply, Delivery, Installation and Commissioning of Load Balancer.</b></p> <p>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>						
7.1	No portion of the contract shall be sub-contracted.						
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project at the delivery site, <b>Corporate Supplies Section – Corporate Supplies Section, Logistics and Management Department, PAGCOR Main Office 9<sup>th</sup> Floor IMET BPO Tower CBP-1A Metropolitan Park Roxas Boulevard Pasay City and PAGCOR Imus Warehouse, No. 363 Bayan Luma VI, Imus, Cavite.</b>						
14.1	<p>Bidders shall submit a Bid Securing Declaration or a Bid security issued in favor of PAGCOR in any of the prescribed form and amount:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;"> <p>a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;</p> <p>b) 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</p> <p style="text-align: center;">[at least Two Percent (2%) of the ABC]</p> </td> <td style="width: 33%; padding: 5px;"> <p>c) Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the project</p> <p style="text-align: center;">[at least Five Percent (5%) of the ABC]</p> </td> <td style="width: 33%; padding: 5px; vertical-align: top;"> <p style="text-align: center;"><b>Bid Securing Declaration as provided in Section VIII hereof (Bidding Forms)</b></p> <p style="text-align: center;"><b>[No percentage required]</b></p> <p style="text-align: center;">-</p> </td> </tr> <tr> <td style="text-align: center; padding: 5px;"><b>PhP269,127.00</b></td> <td style="text-align: center; padding: 5px;"><b>PhP672,817.50</b></td> <td></td> </tr> </table>	<p>a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;</p> <p>b) 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</p> <p style="text-align: center;">[at least Two Percent (2%) of the ABC]</p>	<p>c) Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the project</p> <p style="text-align: center;">[at least Five Percent (5%) of the ABC]</p>	<p style="text-align: center;"><b>Bid Securing Declaration as provided in Section VIII hereof (Bidding Forms)</b></p> <p style="text-align: center;"><b>[No percentage required]</b></p> <p style="text-align: center;">-</p>	<b>PhP269,127.00</b>	<b>PhP672,817.50</b>	
<p>a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;</p> <p>b) 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</p> <p style="text-align: center;">[at least Two Percent (2%) of the ABC]</p>	<p>c) Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the project</p> <p style="text-align: center;">[at least Five Percent (5%) of the ABC]</p>	<p style="text-align: center;"><b>Bid Securing Declaration as provided in Section VIII hereof (Bidding Forms)</b></p> <p style="text-align: center;"><b>[No percentage required]</b></p> <p style="text-align: center;">-</p>					
<b>PhP269,127.00</b>	<b>PhP672,817.50</b>						
19.3	<p>In all cases, the NFCC computation, if applicable, must be sufficient to the ABC or contract to be awarded to the Bidder.</p> <p>The minimum amount of NFCC computation is at least <b>Thirteen Million Four Hundred Fifty-Six Thousand Three Hundred Fifty Pesos (PhP13,456,350.00)</b></p>						

20.2	<p>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 (LCB)/Single Calculated Bid (SCB), the Bidder shall submit the following:</p> <ol style="list-style-type: none"> <li>1. In case the bidder is registered in PhilGEPS under the Blue membership category, a valid PhilGEPS Registration Certificate; and</li> <li>2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS),</li> </ol> <p>In accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R.) No. 03-2005 and Revenue Memorandum Circular (RMC) 16 – 2005, the above-mentioned tax returns shall refer to the following:</p> <ol style="list-style-type: none"> <li>1. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and</li> <li>2. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before the date of Submission, Receipt, Opening &amp; Preliminary Examination of Bids.</li> </ol> <p>No additional licenses and permits shall be required from the bidder having the LCB/SCB</p>
21.2	No additional requirement.

## ***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 prior to 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 *{Include if Framework Agreement will be used:}*or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (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**

- 6.1. 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.
- 6.2. 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**

<b>GCC Clause</b>	
	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><b><i>For Goods supplied from abroad:</i></b></p> <p>The delivery terms applicable to the Contract are DDP delivered at the Corporate Supplies Section – Corporate Supplies Section, Logistics and Management Department, PAGCOR Main Office 9th Floor IMET BPO Tower CBP-1A Metropolitan Park Roxas Boulevard Pasay City and PAGCOR Imus Warehouse, No. 363 Bayan Luma VI, Imus, Cavite.</p> <p><b><i>For Goods supplied from within the Philippines:</i></b></p> <p>The delivery terms applicable to this Contract are delivered at the Corporate Supplies Section – Corporate Supplies Section, Logistics and Management Department, PAGCOR Main Office 9th Floor IMET BPO Tower CBP-1A Metropolitan Park Roxas Boulevard Pasay City and PAGCOR Imus Warehouse, No. 363 Bayan Luma VI, Imus, Cavite. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are:  <b>Arnulfo R. Caliste, Senior Network Officer; and</b>  <b>Francis Joseph E. Arce, Network Officer II</b>  <b>Contact Nos.: (02) 7755-3199 local 3114 or 3115</b></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ol>

- 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:

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three (3) years.

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

#### **Packaging –**

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

Name of the Supplier

Contract Description

Final Destination

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.

#### **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



	<p>shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>																
2.2	<p>The terms of payment shall be as follows:</p> <table border="1" data-bbox="338 819 1407 1637"> <thead> <tr> <th data-bbox="338 819 507 1003">Project Milestone/ Deployment Phase</th> <th data-bbox="507 819 965 1003">Description</th> <th data-bbox="965 819 1241 1003">Delivery (Weeks/Months)</th> <th data-bbox="1241 819 1407 1003">% Payment of Contract Price</th> </tr> </thead> <tbody> <tr> <td data-bbox="338 1003 507 1227">1</td> <td data-bbox="507 1003 965 1227">           a. Project Kick-off            b. Submission of Project Management Plan            c. Sign Off agreed Project scope and Project Management Plan         </td> <td data-bbox="965 1003 1241 1227">Within Thirty (30) calendar days from receipt of Notice to Proceed</td> <td data-bbox="1241 1003 1407 1227">20%</td> </tr> <tr> <td data-bbox="338 1227 507 1451">2</td> <td data-bbox="507 1227 965 1451">Delivery all the equipment and license in PAGCOR Home Office, initial testing and pre-configuration of equipment.</td> <td data-bbox="965 1227 1241 1451">Within Seventy-Five (75) calendar days from receipt of Notice to Proceed</td> <td data-bbox="1241 1227 1407 1451">30%</td> </tr> <tr> <td data-bbox="338 1451 507 1637">3</td> <td data-bbox="507 1451 965 1637">Deployment, final configuration testing and acceptance of equipment in PAGCOR Head Office and PAGCOR Imus</td> <td data-bbox="965 1451 1241 1637">Within Ninety (90) calendar days from receipt of Notice to Proceed</td> <td data-bbox="1241 1451 1407 1637">50%</td> </tr> </tbody> </table>	Project Milestone/ Deployment Phase	Description	Delivery (Weeks/Months)	% Payment of Contract Price	1	a. Project Kick-off b. Submission of Project Management Plan c. Sign Off agreed Project scope and Project Management Plan	Within Thirty (30) calendar days from receipt of Notice to Proceed	20%	2	Delivery all the equipment and license in PAGCOR Home Office, initial testing and pre-configuration of equipment.	Within Seventy-Five (75) calendar days from receipt of Notice to Proceed	30%	3	Deployment, final configuration testing and acceptance of equipment in PAGCOR Head Office and PAGCOR Imus	Within Ninety (90) calendar days from receipt of Notice to Proceed	50%
Project Milestone/ Deployment Phase	Description	Delivery (Weeks/Months)	% Payment of Contract Price														
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3	Deployment, final configuration testing and acceptance of equipment in PAGCOR Head Office and PAGCOR Imus	Within Ninety (90) calendar days from receipt of Notice to Proceed	50%														
4	<p>The inspections and tests that will be conducted are detailed as follows:</p> <p>Inspection and acceptance shall be conducted by the authorized representatives of the ITD, and/or other offices/body authorized by PAGCOR.</p> <p>The inspections and tests that will be conducted include, but not limited to inspection for the completeness of the requirements in accordance with the required quantity of the procurement requirement and compliance to all parameters of the Technical Specifications/Scope of Work/Terms of</p>																

	<p>Reference at the project site.</p> <p>The goods shall be accepted only by the end user after passing the inspection and acceptance.</p> <p>Non-compliance and/or any identified defects with any parameters of the Technical Specifications and/or delay in the completion or delivery of the requirements based on the provisions of the Schedule of Requirements shall be reported to PAGCOR for appropriate penalties and/or sanctions.</p>
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## **Section VI. Schedule of Requirements**

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

Description	Quantity	Delivered, Weeks/Months			
Supply, Delivery, Installation and Commissioning of Load Balancer	<b>Two (2) Units</b>		<b>Project Milestone/ Deployment Phase</b>	<b>Description</b>	<b>Delivery (Weeks/Months)</b>
	One (1) unit	Corporate Supplies Section - Logistics and Management Department, PAGCOR Main Corporate Office, Ground Floor IMET BPO Tower CBP-1A Metropolitan Park Roxas Boulevard Pasay City	1	a. Project Kick-off b. Submission of Project Management Plan c. Sign Off agreed Project scope and Project Management Plan	Within Thirty (30) calendar days from receipt of Notice to Proceed
	One (1) unit	PAGCOR Imus Warehouse, No. 363 Bayan Luma VI, Imus, Cavite	2	Delivery all the equipment and license in PAGCOR Home Office, initial testing and pre-configuration of equipment.	Within Seventy-Five (75) calendar days from receipt of Notice to Proceed
			3	Deployment, final configuration testing and acceptance of equipment in PAGCOR Head Office and PAGCOR Imus	Within Ninety (90) calendar days from receipt of Notice to Proceed

**CONFORME:**

\_\_\_\_\_  
*[Signature of the Authorized Rep.]*

\_\_\_\_\_  
*[in the capacity of] (Please indicate position  
of Authorized Rep.)]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_ *(Please indicate name of company)*

## **Section VII. Technical Specification**

<b>Specification</b>	<b>Statement of Compliance</b>
<p><b>Supply, Delivery, Installation and Commissioning of Load Balancer under ITB No. PB21-00-006COR.</b></p>	<p>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. <b>Bidders should likewise indicate the "BRAND" to be offered, if item to be offered is branded. Otherwise, indicate "UNBRANDED / GENERIC".</b> 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 Bidders 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</p>

	fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of <b>ITB</b> Clause 3.1(a)(ii) and/or <b>GCC</b> Clause 2.1(a)(ii).
<b>Terms of Reference</b>	<b>Statement of Compliance</b>
<b>LOAD BALANCER Two (2) Units with HA (Redundancy)</b>	
<b>1. Hardware Specifications</b>	
1.1 The equipment must have for 6 x 10/100/1000 copper and 2 x 10G SFP+ per unit. 10GE must be expandable up to 4 10GE port	
1.2 The system must have a single eight (8) Cores processor with five (5) cores unlocked	
1.3 The system must have at least 32GB of Memory	
1.4 The system must support at least 800K HTTP requests per seconds; and scalable to 2M via license upgrade on existing hardware	
1.5 The system must support at least 6K SSL TPS (2048-bit key) and scalable up to 35K via license upgrade on existing hardware	
1.6 The system must support at least 3K SSL TPS (ECDHE) and scalable up to 16K via license upgrade on existing hardware	
1.7 The system must support at least 5 Gbps L7 throughput; and scalable up to 30Gbps via license upgrade on existing hardware	
1.8 The system must support at least 5 Gbps of SSL Traffic throughput and scalable up to 25Gbps via license upgrade on existing hardware	
1.9 The system must include at least 400 SSLVPN concurrent users license and be able to support up to maximum 8,000 concurrent SSL VPN users or application virtualization protocol users on same appliance with additional CCU license	
1.10 The system must support upgrading to a Multi-tenant solution with hypervisor running up to 7 virtual instances on existing hardware appliance via license upgrade	
1.11 The system must have dual power supply	
<b>2. Load Balancing</b>	
2.1 The system must be able to act as a Reverse Proxy	
2.2 The system must support TCP/UDP Load Balancing	

2.3	The Appliances must support GUI based content switching creation, and not rely on an external scripting language.	
2.4	The system must support HTTP Load Balancing with Multiplexing (reuse of existing TCP connection for multiple clients, reduce SSL key exchange requirements)	
2.5	The system must support DataStream for Microsoft SQL Server and MySQL server; with Switching algorithms including SQL query parameters such as user and database names and command parameters.	
2.6	The system must support rate-based policy enforcement based on policy based enforcement stated below: <ul style="list-style-type: none"> <li>- Trigger policies based upon connections per second, packets per second, or bandwidth used</li> <li>- Source or destination-based upon header or payload information</li> </ul>	
2.7	The system must support pay-as-you-grow model, to increase layer 7 throughput based on licensing, without any hardware changes.	
2.8	The system must support clustering of appliances or virtual instances - where traffic for a single Stripped virtual IP is automatically load balanced across the entire cluster. This means the same VIP is able to actively handle traffic on all nodes in the cluster; supporting cluster traffic distribution via all three methods: ECMP, CLAG, and Link set.	
2.9	The firmware should support clustering across virtual and physical form factors as well as dissimilar physical appliances (meaning hardware appliances with different specifications can be implemented in a single cluster)	
2.10	The system should provide global server load balancing (GSLB) on the same hardware without running it on a separate hardware/instance	
2.11	The system must support RESTFUL API	
2.12	The system must support CISCO ACI integration with All ADC features supported including but not limited to: GSLB, Compression, WAF, Cache Redirection, AAA, SSL VPN, DataStream, Content-Switching	
2.13	The system must support CISCO ACI "Service Manager Mode"	
2.14	The system must support Rules-Based App Expert Policies without the use of Scripting languages	

2. 15	The system must support least packets load balancing algorithms	
2. 16	The system must support TLS 1.3 RFC standard in GA builds	
2. 17	The system must be able to score an A+ from SSL labs with SSL profile	
2. 18	The system must provide dashboard visibility of all ADC within a single dashboard for Expiration Alerts, categorization of certificates by strengths	
2. 19	The system must support IPv6 with ipv6 VIP ipv4 service, ipv4 VIP and ipv6 service, ipv6 VIP and ipV6 service, DNS64, and ipv6 RNAT	
<b>3. Application Acceleration</b>		
3. 1	The system must support the following TCP optimization capabilities: <ul style="list-style-type: none"> <li>- Server side TCP Multiplexing</li> <li>- Westwood TCP Implementation</li> <li>- Multi-path TCP (MPTCP)</li> </ul>	
3. 2	The system must support Compression	
3. 3	The system must support SPDY protocol proxy/gateway capability.	
3. 4	SSL acceleration should be realized in software to provide hardware independence (to specific ASIC's for SSL acceleration purposes).	
3. 5	The system must support Layer 7 DDoS	
3. 6	The system support DNSSEC with DNS signing	
3. 7	The system is able to provide Cookie Encryption	
<b>4. Integration to Virtual Apps and Desktops &amp; Endpoint Management</b>		
4. 1	The system must be able to health check the desktop and application virtualization's web interface & application store servers by validating credentials using username, password and domain name to do a pre application virtualization protocol session launch check	
4. 2	The system must be able to health check XML Boker service by using Application name, a dynamic HTTP request under the configured site path	
4. 3	The System should allow administrators to integrate with desktop and application virtualization to configure intelligent access - define not only what data can be accessed, but also what actions users can perform, such as print, save, launch and view	
<b>5. Reporting</b>		
5. 1	The system should provide Web Traffic Real-time	



	and historical end-user experience monitoring using Agentless method on a separate Reporting Virtual Machine showing Real Time & Historical stats for Client side latency, Server side latency, Server Processing Time, Page Load Time, Server Response Time, Bandwidth, Page Render Time, Top URL by hits/Load Time/Render Time, Top clients by Requests/ Render Time/Client Network Latency, Top Server by Hits/ Processing Time/ Latency/ Bandwidth, Top Applications by Hits/ Bandwidth/ Response Time	
5.2	The Appliances must support built in real time and historical graphing.	
5.3	The Appliances must also support the ability to generate customizable reports based on user selectable counters.	
5.4	The system must support App Flow, an extension of IPFIX protocol defined in RFC 5101	
5.5	The system must provide a single SSL Dashboard showing the following Summary charts in graphical via a separate Management Module which is included showing: Number of expired SSL certs; number of expiring SSL certs within (one week, 30 days, 90 days, after 90days); Number of Self-signed SSL certs vs CA signed; SSL signature algorithms used on SSL certs; SSL key strengths used on SSL certs and which are the non-recommended SSL key strengths deployed	
<b>6. Key ADC Platform Requirements</b>		
6.1	Core ADC functionality across all form factors (physical, virtual and container versions), as well as security functionality (Web Application Firewall, SSL Forward Proxy, Bot Management, Content Inspection), remote access functionality (SSL VPN) must be driven through a single software platform (meaning the administrator can access these functionalities through a single software platform (as compared to different software interfaces providing these functionalities).	
6.2	The solution should support a licensing model which can be applied across virtual and physical appliances at the same time and is device independent (the licenses must be transferrable from a physical to virtual appliances, or are interchangeable between hardware appliances). Furthermore, the same model is also supported across all private and public clouds through a single licenses server. The licensing model	

	must allow sharing existing processing capacity among ADC appliances, regardless of form factor or location in a data center or cloud, reducing the cost of adopting a cloud based infrastructure.	
6.3	The ADC software must support a licensing model which addresses temporary increase of throughput or capacity beyond the license limit to guarantee seamless operation in peak traffic conditions	
6.4	The solution should have an option for bare metal ADC capabilities for improved capacity requirements	
6.5	Migration and management of ADC workloads should be supported through an orchestration/management platform. The migration should be user friendly (through a GUI), and support parameterized config deployment (e.g. on-prem to cloud) to minimize timely effort.	
6.6	The solution must provide a single platform, for management, analytics and orchestration support.	
<b>Other Requirements</b>		
1.	Bidder must provide a Twenty-Four (24) x Seven (7) Technical Support	
2.	Three (3) Years Hardware and Software Warranty	
3.	Bidder must have a Helpdesk Support System in place to accommodate PAGCOR technical request. Helpdesk system will provide ticket for each technical request or issues and will provide continues status and report until the resolution. Helpdesk must be available 24x7 including Saturday, Sunday and Holidays. Helpdesk system should be available for site visit.	
4.	Unlimited Phone Consultation	
5.	Within two (2) hours upon receipt of notice, either through phone, or in writing, the service contractor must address the problem by making a phone call to the concerned PAGCOR unit. If the problem persists, the service contractor must address the problem onsite.	
6.	The service contractor must be onsite within two (2) hours after problem was not resolved over the phone	
7.	Once onsite, the service contractor must repair the malfunctioning equipment, provided equipment has been operated in normal conditions.	
8.	If malfunctioning machine part / component is diagnosed to be beyond repair, the service contractor must replace said part / component.	
9.	Bidder should submit Bill of Materials enumerating all the proposed equipment indicating brand model, description and quantity	

10. Certification from the Manufacturer stating that bidder is Tier-1 partner of the proposed brand	
11. Certification from the bidder stating that they are a network system integrator for at least five (5) years already in the Philippines	
12. Bidder must utilize certified, experienced and trained technical support engineers under its direct employment and supervision in rendering the required implementation and maintenance. Bidder must submit valid certification for 2 Manufacturer Certified Expert or Professional engineer for proposed load balancer likewise engineers resume and company ID should be part of the submittal. Certified engineer must be locally employed with the bidder one (1) year before bid opening. Certificate of Employment should be submitted part of the technical envelop.	
13. Bidder must conduct Project Management using below framework or similar approach	
14. Assigned One (1) Certified and Experience Project Manager who will handle the project.	
Scope of work:	
a. Conduct initial Project Kick Off.	
b. Create Project team for PACGOR and winning bidder.	
c. Formulate Project Implementation Plan, Prepare, Present and Sign off Scope of Work (SOW) to PAGCOR.	
d. Conduct Final Project Kick Off	
e. Implement and Coordinate project milestone.	
f. Conduct Weekly/Monthly Project Updates.	
g. Submits Operation and Maintenance	
h. Documentation/manuals.	
i. Project User Acceptance Test Procedures.	
j. Project Hand Over documents.	
15. Bidder must conduct Virtual Training for PAGCOR personnel - Administration of the proposed Load Balancer.	
16. In order to achieve the required Service Level Agreement of PAGCOR, bidder must provide a Service Delivery Management Program for the Preventive and Corrective Maintenance during warranty.	
Part of Service Delivery Management Program, bidder must assign an experienced Service Delivery Manager or Incident Manager that will be the point person after the Project Acceptance.	

<b>Services includes:</b>				
- Monitor the overall performance of the Preventive and Corrective Maintenance contract delivery				
- Review performance report with the PAGCOR's authorized representative on a regular basis				
- Identify and implement with the PAGCOR appropriate improvement(s) in the delivery of the Preventive and Corrective Maintenance contract.				
- Ensure that the Service Level Agreement ("SLA") is met or exceeded				
<b>PAYMENT SCHEDULE</b>				
<b>Project Milestone/ Deployment Phase</b>	<b>Description</b>	<b>Delivery</b>	<b>% Payment of Contract Price</b>	
1	a. Project Kick-off b. Submission of Project Management Plan c. Sign Off agreed Project scope and Project Management Plan	Within Thirty (30) calendar days from receipt of Notice to Proceed	20%	
2	Delivery all the equipment and license in PAGCOR Home Office, initial testing and pre-configuration of equipment.	Within Seventy-Five (75) calendar days from receipt of Notice to Proceed	30%	
3	Deployment, final configuration testing and acceptance of equipment in PAGCOR Head Office and PAGCOR Imus	Within Ninety (90) calendar days from receipt of Notice to Proceed	50%	

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

# Checklist of Technical and Financial Documents

Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid through their duly authorized representatives.

All envelopes shall:

- a. contain the name of the contract to be bid in **capital letters**;

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF LOAD  
BALANCER**

- b. bear the name and address of the Bidder in capital letters;
- c. be addressed to PAGCOR's BAC with the following details:  
**BIDS AND AWARDS COMMITTEE (BAC) 2  
PHILIPPINE AMUSEMENT AND GAMING CORPORATION**
- d. bear the specific identification of this bidding process; **ITB No. PB21-00-006COR**; and
- e. bear a warning "**DO NOT OPEN BEFORE...**" the date and time for the opening of bids.

A sample diagram of the sealing and marking of Bid Envelopes is provided under Section IX (Bidding Forms).

## I. TECHNICAL COMPONENT ENVELOPE

### ***Class "A" Documents***

#### Legal Documents

- Valid and updated PhilGEPS Certificate of Registration and Platinum Membership in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184, if registered under the Platinum category; Provided that all of the eligibility documents submitted to PhilGEPS are maintained and updated;

**OR**

In case any of the eligibility documents submitted to PhilGEPS is not updated, combination of a PhilGEPS Certificate of Registration and Platinum Membership, with any of the valid/updated Class "A" Eligibility Documents shall be submitted:

1. Securities and Exchange Commission (SEC) Registration Certificate for corporations, partnerships and/or joint ventures, Department of

Trade and Industry (DTI) Registration Certificate for sole proprietorship, or Cooperative Development Authority (CDA) Registration Certificate for cooperatives; **AND/OR**

2. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184; **AND/OR**

3. Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); **AND/OR**
4. Audited Financial Statements (AFS), stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. In case the AFS for the preceding calendar year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt of Bids.

Provided that the winning bidder are obliged to notify PAGCOR that it was able to ensure that all the aforesaid eligibility documents are current and updated in PhilGEPS at the earliest possible time but not later than the issuance of the Notice to Proceed (NTP).

OR;

In lieu of the PhilGEPS Certificate of Registration and Platinum Membership, bidders shall submit all of the proceeding valid and/or updated Class "A" Eligibility Documents; Provided that the bidder having the LCB/SCB submit/s a valid and updated PhilGEPS Platinum Certificate of Registration and Membership within five (5) calendar days from receipt of the BAC notice of the LCB/SCB during the post-qualification process

1. SEC Registration Certificate for corporations, partnerships and/or joint ventures, DTI Registration Certificate for sole proprietorship, or CDA Registration Certificate for cooperatives; **AND**
2. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has

applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184; **AND**

3. Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); **AND**
4. AFS stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. In case the AFS for the preceding calendar year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt of Bids.

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.

The Statement of all On-going Government and Private Contracts shall indicate for each contract, the following:

- name of the contract;
- date of the contract;
- contract duration;
- owner's name and address;
- kinds of goods;
- amount of contract and value of outstanding contracts;
- date of delivery (please state estimated date of delivery)

- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, within the last **three (3) years** from the Submission and Opening of Bids.

The amount of the SLCC shall be equivalent to at least **fifty percent (50%)** of the ABC in the amount of **Six Million Seven Hundred Twenty-Eight Thousand One Hundred Seventy-Five Pesos (PhP6,728,175.00)**.

The statement identifying the Single Largest Completed Contract (SLCC) shall indicate for each contract, the following:

- (a) name of the contract;
- (b) date of the contract;
- (c) contract duration;
- (d) owner's name and address;
- (e) kinds of goods;
- (f) amount of completed contracts, adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;



- (h) date of delivery (actual date of delivery for the single largest completed contract); and
- (i) end user's acceptance or official receipt(s) or sales invoice issued for the contract, which shall be attached to the statement of SLCC.

The bidder's SLCC similar to the contract to be bid should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.

For purposes of post-qualification, bidders are required to attach the entire set of the Contract, Purchase Order or Memorandum of Agreement to the Statement Identifying the SLCC.

Bidders are also required to Include in the aforesaid Statement of All On-going Government and Private Contracts and Statement Identifying the SLCC the following information:

- a) Contact Person; and
- b) Contact Details (telephone/fax/cellphone number and/or email address)

- (h) 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**

- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

- (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Special Power of Attorney for sole proprietorships, Notarized Secretary's Certificate/Board Partnership Resolution 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.

Reminder: If the prospective bidder's representative who will attend the Submission, Receipt, Opening and Preliminary Examination of Bids is different from the authorized representative to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, then the prospective bidder can include the name/s of said representative in the above-mentioned proofs of authorization (*e.g., original copy of the duly notarized Secretary's Certificate for corporations, Board/Partnership Resolution for partnerships, corporations, and/or joint ventures or an original copy of the Special Power of Attorney for sole*

*proprietorships, whichever is applicable)*

Financial Documents

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

The amount of the NFCC computation is at least Thirteen Million Four Hundred Fifty-Six Thousand Three Hundred Fifty Pesos (PhP13,456,350.00)

Bidders must submit a computation of its NFCC, which must be at least equal to the sum of the ABC, calculated as follows:

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

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

**OR;**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

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

The amount of the committed line of credit is at least One Million Three Hundred Forty-Five Thousand Six Hundred Thirty-Five Pesos (PhP1,345,635.00)

### **Class “B” Documents**

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

#### **OR:**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

Each partner of the joint venture shall submit their respective valid and updated PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

In case any of the eligibility documents submitted to PhilGEPS by any of the partners of the joint venture is not updated, a combination of a valid PhilGEPS Certificate of Registration and Platinum Membership, with any of the valid/updated Class “A” Eligibility Documents shall be submitted:

1. SEC Registration Certificate for corporations, partnerships and/or joint ventures; DTI Registration Certificate for sole proprietorship; or CDA Registration Certificate for cooperatives;
2. Valid Mayor’s Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
3. Valid Tax Clearance Certificate; and
4. AFS, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

In the event that one of the partners of the joint venture does not have a valid and updated PhilGEPS Certificate of Registration and Platinum Membership, then it shall submit the following eligibility documents:

1. SEC Registration Certificate for corporations, partnerships and/or joint ventures; DTI Registration Certificate for sole proprietorship; or CDA Registration Certificate for cooperatives;
2. Valid Mayor’s Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
3. Valid Tax Clearance Certificate; and
4. AFS, stamped “received” by the BIR or its duly accredited and

authorized institutions, for the preceding calendar year.

The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided*, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

- (n) **Photocopy of the company ID, resume and Certificate of Employment of the Certified Project Manager. The Certified Project Manager must be locally employed with the bidder one (1) year before the Submission and Opening of Bids**
- (o) **Photocopy of the resume, company ID and Certificate of Employment of the experienced Service Delivery Manager or Incident Manager**

**Service Delivery Manager or Incident Manager should be with the bidder a year before the Submission and Opening of Bids.**

## **24 FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form;

**and**

- (b) Original of duly signed and accomplished Price Schedule(s).

All financial bids shall be rounded up to two (2) decimal places.



## ***Section IX. Bidding Forms***

### **TABLE OF CONTENTS**

<b>BID FORM.....</b>	<b>46</b>
<b>PRICE SCHEDULES.....</b>	<b>48</b>
<b>PURCHASE CONTRACT.....</b>	<b>50</b>
<b>OMNIBUS SWORN STATEMENT.....</b>	<b>63</b>
<b>BANK GUARANTEE FOR ADVANCE PAYMENT.....</b>	<b>66</b>
<b>BID SECURING DECLARATION .....</b>	<b>67</b>
<b>STATEMENT OF ALL ON-GOING CONTRACTS.....</b>	<b>69</b>
<b>STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT.....</b>	<b>70</b>
<b>NFCC COMPUTATION.....</b>	<b>71</b>
<b>PERFORMANCE SECURING DECLARATION.....</b>	<b>72</b>
<b>DIAGRAM FOR THE SEALING AND MARKING OF BIDS.....</b>	<b>74</b>

# BID FORM

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

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address	Amount	Purpose of agent	Currency,	Commission or gratuity
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(if none, state "None") ]

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

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

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

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

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

Name:

---

Legal capacity:

---

Signature:

---

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

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

**For Goods Offered From Abroad**  
**[shall be submitted with the Bid if bidder is offering goods from Abroad]**

**Kindly supply the required information in the spaces provided. Do not forget to indicate the “Country of Origin” of the goods offered. Any alteration to any of the terms and conditions contained in the document may cause your disqualification except if said alteration or revision is a result of a Supplemental/Bid Bulletin.**

Name of Bidder \_\_\_\_\_ Invitation to Bid Number \_ Page \_\_\_\_ of \_\_\_\_.

Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1	Supply, Delivery, Installation and Commissioning of Load Balancer		2 units					

\_\_\_\_\_  
*[Signature of the Authorized Rep.]*

\_\_\_\_\_  
*[in the capacity of] (Please indicate position of Authorized Rep.)]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
*(Please indicate name of company)*

**\*BIDDERS SHALL NOT ALTER THIS FORM**



**For Goods Offered From Within the Philippines**  
**[shall be submitted with the Bid if bidder is offering goods from within the Philippines]**

**Kindly supply the required information in the spaces provided. Do not forget to indicate the “Country of Origin” of the goods offered. Prospective bidders have the option to indicate the appropriate amount, “0” or “Not Applicable (N/A)” for columns 6, 7 and 8. Any alteration to any of the terms and conditions contained in the document may cause your disqualification except if said alteration or revision is a result of a Supplemental/Bid Bulletin.**

Name of Bidder \_\_\_\_\_ Invitation to Bid Number \_ Page \_\_\_\_ of \_\_\_\_.

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

\_\_\_\_\_  
*[Signature of the Authorized Rep.]*

\_\_\_\_\_  
*[in the capacity of] (Please indicate position of Authorized Rep.)]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
*(Please indicate name of company)*

**\*BIDDERS SHALL NOT ALTER THIS FORM**

## PURCHASE CONTRACT

---

This PURCHASE CONTRACT (the “**CONTRACT**”) is entered into and executed by and between:

**PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR)**, a government-owned and controlled corporation created and existing by virtue of Presidential Decree 1869, as amended, with office address at the PAGCOR Executive Office, Fifth (5<sup>th</sup>) Floor, New Coast Hotel Manila, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, represented in this act by its \_\_\_\_\_, hereinafter referred to as “**PAGCOR**”;

-and-

\_\_\_\_\_ a corporation OR sole proprietorship duly organized and existing under the laws of the Republic of the Philippines OR duly registered with the Department of Trade and Industry (DTI) with DTI Reference No. \_\_\_\_\_, with office address at \_\_\_\_\_, represented in this act by its \_\_\_\_\_, \_\_\_\_\_, duly authorized for this purpose by a (Secretary’s Certificate / Special Power of Attorney) dated \_\_\_\_\_, hereto attached as Annex “A”, hereinafter referred to as the “**SUPPLIER**”.

Each referred to as a “**PARTY**” and collectively as the “**PARTIES**”

### **ANTECEDENTS:**

**WHEREAS, PAGCOR** has a requirement for the (Please indicate the name of the project) under ITB No. (Please indicate reference number for the procurement activity);

**WHEREAS, PAGCOR** conducted a \_\_\_\_\_ in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on (please indicate first day of posting) for the procurement of the Project;

**WHEREAS,** the **SUPPLIER** has submitted the lowest/single calculated responsive bid for the Project;

**WHEREAS, PAGCOR** has accepted the bid of the **SUPPLIER**, subject to the terms and conditions hereunder stipulated;

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements hereunder specified, **PAGCOR** and the **SUPPLIER** hereby enter into this Purchase Contract under the following terms, conditions and specifications:

## **TERMS AND CONDITIONS**

The rights and obligations of the parties are set forth as follows:

1. The **SUPPLIER** shall undertake the Supply, Delivery, Installation and Commissioning of Load Balancer under ITB No. PB21-00-006COR with the following technical specifications:

<b>LOAD BALANCER</b>	
<b>Two (2) Units with HA (Redundancy)</b>	
<b>1. Hardware Specifications</b>	
1. 1	The equipment must have for 6 x 10/100/1000 copper and 2 x 10G SFP+ per unit. 10GE must be expandable up to 4 10GE port
1. 2	The system must have a single-8 Cores processor with 5 cores unlocked
1. 3	The system must have at least 32GB of Memory
1. 4	The system must support at least 800K HTTP requests per seconds; and scalable to 2M via license upgrade on existing hardware
1. 5	The system must support at least 6K SSL TPS (2048-bit key) and scalable up to 35K via license upgrade on existing hardware
1. 6	The system must support at least 3K SSL TPS (ECDHE) and scalable up to 16K via license upgrade on existing hardware
1. 7	The system must support at least 5 Gbps L7 throughput; and scalable up to 30Gbps via license upgrade on existing hardware
1. 8	The system must support at least 5 Gbps of SSL Traffic throughput and scalable up to 25Gbps via license upgrade on existing hardware
1. 9	The system must include at least 400 SSLVPN concurrent users license and be able to support up to maximum 8,000 concurrent SSL VPN users or application virtualization protocol users on same appliance with additional CCU license
1. 10	The system must support upgrading to a Multi-tenant solution with hypervisor running up to 7 virtual instances on existing hardware appliance via license upgrade
1. 11	The system must have dual power supply
<b>2. Load Balancing</b>	
2. 1	The system must be able to act as a Reverse Proxy
2. 2	The system must support TCP/UDP Load Balancing
2. 3	The Appliances must support GUI based content switching creation, and not rely on an external scripting language.
2. 4	The system must support HTTP Load Balancing with Multiplexing (reuse

	of existing TCP connection for multiple clients, reduce SSL key exchange requirements)
2. 5	The system must support DataStream for Microsoft SQL Server and MySQL server; with Switching algorithms including SQL query parameters such as user and database names and command parameters.
2. 6	The system must support rate-based policy enforcement based on policy based enforcement stated below: <ul style="list-style-type: none"> <li>- Trigger policies based upon connections per second, packets per second, or bandwidth used</li> <li>- Source or destination-based upon header or payload information</li> </ul>
2. 7	The system must support pay-as-you-grow model, to increase layer 7 throughput based on licensing, without any hardware changes.
2. 8	The system must support clustering of appliances or virtual instances - where traffic for a single Stripped virtual IP is automatically load balanced across the entire cluster. This means the same VIP is able to actively handle traffic on all nodes in the cluster; supporting cluster traffic distribution via all three methods: ECMP, CLAG, and Link set.
2. 9	The firmware should support clustering across virtual and physical form factors as well as dissimilar physical appliances (meaning hardware appliances with different specifications can be implemented in a single cluster)
2. 10	The system should provide global server load balancing (GSLB) on the same hardware without running it on a separate hardware/instance
2. 11	The system must support RESTFUL API
2. 12	The system must support CISCO ACI integration with All ADC features supported including but not limited to: GSLB, Compression, WAF, Cache Redirection, AAA, SSL VPN, DataStream, Content-Switching
2. 13	The system must support CISCO ACI "Service Manager Mode"
2. 14	The system must support Rules-Based App Expert Policies without the use of Scripting languages
2. 15	The system must support least packets load balancing algorithms
2. 16	The system must support TLS 1.3 RFC standard in GA builds
2. 17	The system must be able to score an A+ from SSL labs with SSL profile
2. 18	The system must provide dashboard visibility of all ADC within a single dashboard for Expiration Alerts, categorization of certificates by strengths
2. 19	The system must support IPv6 with ipv6 VIP ipv4 service, ipv4 VIP and ipv6 service, ipv6 VIP and ipV6 service, DNS64, and ipv6 RNAT
<b>3. Application Acceleration</b>	
3. 1	The system must support the following TCP optimization capabilities: <ul style="list-style-type: none"> <li>- Server side TCP Multiplexing</li> <li>- Westwood TCP Implementation</li> <li>- Multi-path TCP (MPTCP)</li> </ul>
3. 2	The system must support Compression
3. 3	The system must support SPDY protocol proxy/gateway capability.

3. 4	SSL acceleration should be realized in software to provide hardware independence (to specific ASIC's for SSL acceleration purposes).
3. 5	The system must support Layer 7 DDoS
3. 6	The system support DNSSEC with DNS signing
3. 7	The system is able to provide Cookie Encryption
<b>4. Integration to Virtual Apps and Desktops &amp; Endpoint Management</b>	
4. 1	The system must be able to health check the desktop and application virtualization's web interface & application store servers by validating credentials using username, password and domain name to do a pre application virtualization protocol session launch check
4. 2	The system must be able to health check XML Boker service by using Application name, a dynamic HTTP request under the configured site path
4. 3	The System should allow administrators to integrate with desktop and application virtualization to configure intelligent access - define not only what data can be accessed, but also what actions users can perform, such as print, save, launch and view
<b>5. Reporting</b>	
5. 1	The system should provide Web Traffic Real-time and historical end-user experience monitoring using Agentless method on a separate Reporting Virtual Machine showing Real Time & Historical stats for Client side latency, Server side latency, Server Processing Time, Page Load Time, Server Response Time, Bandwidth, Page Render Time, Top URL by hits/Load Time/Render Time, Top clients by Requests/ Render Time/Client Network Latency, Top Server by Hits/ Processing Time/ Latency/ Bandwidth, Top Applications by Hits/ Bandwidth/ Response Time
5. 2	The Appliances must support built in real time and historical graphing.
5. 3	The Appliances must also support the ability to generate customizable reports based on user selectable counters.
5. 4	The system must support App Flow, an extension of IPFIX protocol defined in RFC 5101
5. 5	The system must provide a single SSL Dashboard showing the following Summary charts in graphical via a separate Management Module which is included showing: Number of expired SSL certs; number of expiring SSL certs within (one week, 30 days, 90 days, after 90 days); Number of Self-signed SSL certs vs CA signed; SSL signature algorithms used on SSL certs; SSL key strengths used on SSL certs and which are the non-recommended SSL key strengths deployed
<b>6. Key ADC Platform Requirements</b>	
6. 1	Core ADC functionality across all form factors (physical, virtual and container versions), as well as security functionality (Web Application Firewall, SSL Forward Proxy, Bot Management, Content Inspection), remote access functionality (SSL VPN) must be driven through a single software platform (meaning the administrator can access these functionalities through a single software platform (as compared to different

	software interfaces providing these functionalities).
6. 2	The solution should support a licensing model which can be applied across virtual and physical appliances at the same time and is device independent (the licenses must be transferrable from a physical to virtual appliances, or are interchangeable between hardware appliances). Furthermore, the same model is also supported across all private and public clouds through a single licenses server. The licensing model must allow sharing existing processing capacity among ADC appliances, regardless of form factor or location in a data center or cloud, reducing the cost of adopting a cloud based infrastructure.
6. 3	The ADC software must support a licensing model which addresses temporary increase of throughput or capacity beyond the license limit to guarantee seamless operation in peak traffic conditions
6. 4	The solution should have an option for bare metal ADC capabilities for improved capacity requirements
6. 5	Migration and management of ADC workloads should be supported through an orchestration/management platform. The migration should be user friendly (through a GUI), and support parameterized config deployment (e.g. on-prem to cloud) to minimize timely effort.
6. 6	The solution must provide a single platform, for management, analytics and orchestration support.
<b>Other Requirements</b>	
1.	Bidder must provide a Twenty-Four (24) x Seven (7) Technical Support
2.	Three (3) Years Hardware and Software Warranty
3.	Bidder must have a Helpdesk Support System in place to accommodate PAGCOR technical request. Helpdesk system will provide ticket for each technical request or issues and will provide continues status and report until the resolution. Helpdesk must be available 24x7 including Saturday, Sunday and Holidays. Helpdesk system should be available for site visit.
4.	Unlimited Phone Consultation
5.	Within two (2) hours upon receipt of notice, either through phone, or in writing, the service contractor must address the problem by making a phone call to the concerned PAGCOR unit. If the problem persists, the service contractor must address the problem onsite.
6.	The service contractor must be onsite within two (2) hours after problem was not resolved over the phone
7.	Once onsite, the service contractor must repair the malfunctioning equipment, provided equipment has been operated in normal conditions.
8.	If malfunctioning machine part / component is diagnosed to be beyond repair, the service contractor must replace said part / component.
9.	Bidder should submit Bill of Materials enumerating all the proposed equipment indicating brand model, description and quantity
10.	Certification from the Manufacturer stating that bidder is Tier-1 partner of the proposed brand
11.	Certification from the bidder stating that they are a network system integrator

	for at least five (5) years already in the Philippines
12.	Bidder must utilize certified, experienced and trained technical support engineers under its direct employment and supervision in rendering the required implementation and maintenance. Bidder must submit valid certification for 2 Manufacturer Certified Expert or Professional engineer for proposed load balancer likewise engineers resume and company ID should be part of the submittal. Certified engineer must be locally employed with the bidder one (1) year before bid opening. Certificate of Employment should be submitted part of the technical envelop.
13.	Bidder must conduct Project Management using below framework or similar approach
	Assigned One (1) Certified and Experience Project Manager who will handle the project.  Note: Photocopy of valid Certified Project Manager, resume and company ID should be part of the submittal; Certified Project Manager must be locally employed with the bidder one (1) year before bid opening. Certificate of Employment should be submitted part of the technical envelop.
	Scope of work:
	a. Conduct initial Project Kick Off.
	b. Create Project team for PACGOR and winning bidder.
	c. Formulate Project Implementation Plan, Prepare, Present and Sign off Scope of Work (SOW) to PAGCOR.
	d. Conduct Final Project Kick Off
	e. Implement and Coordinate project milestone.
	f. Conduct Weekly/Monthly Project Updates.
	g. Submits Operation and Maintenance
	h. Documentation/manuals.
	i. Project User Acceptance Test Procedures.
	j. Project Hand Over documents.
14.	Bidder must conduct Virtual Training for PAGCOR personnel - Administration of the proposed Load Balancer.
15.	In order to achieve the required Service Level Agreement of PAGCOR, bidder must provide a Service Delivery Management Program for the Preventive and Corrective Maintenance during warranty.
	Part of Service Delivery Management Program, bidder must assign experience Service Delivery Manager or Incident Manager that will be the point person after the Project Acceptance.
	Photocopy of resume and company ID should be part of the submittal, Service Delivery Manager should be with the bidder a year before the bid opening. Certificate of Employment should be submitted part of the technical envelop
	<b>Services includes:</b>
	- Monitor the overall performance of the Preventive and Corrective Maintenance contract delivery

- Review performance report with the PAGCOR's authorized representative on a regular basis
- Identify and implement with the PAGCOR appropriate improvement(s) in the delivery of the Preventive and Corrective Maintenance contract.
- Ensure that the Service Level Agreement ("SLA") is met or exceeded

2. The total contract price shall be in the amount of \_\_\_\_\_ (PhP \_\_\_\_\_), VAT Exclusive, Zero-rated transaction, with breakdown as follows:

Lot	Quantity	Description	Unit Cost	Total Cost

**PAGCOR** and the **SUPPLIER** agree that the contract price already includes all applicable taxes, fees and charges required by the government. The **SUPPLIER** holds **PAGCOR** free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Section 61 of Republic Act (R.A.) No. 9184 and its revised Implementing Rules and Regulations (IRR) and the Revised Guidelines for Contract Price Escalation.

3. The **SUPPLIER** shall complete the supply and delivery of said item/s within ***(Please indicate the delivery/completion schedule based on the Schedule of Requirements)*** from the date of receipt of the winning **SUPPLIER** of the Notice to Proceed. The **SUPPLIER** shall deliver at the ***(Please indicate the delivery/project site)***.

4. **PAGCOR** shall pay the total amount of \_\_\_\_\_, VAT Exclusive, Zero-rated transaction, based on the following schedule:

Project Milestone/ Deployment Phase	Description	Delivery (Weeks/Months)	% Payment of Contract Price
1	a. Project Kick-off b. Submission of Project Management Plan c. Sign Off agreed Project scope	Within Thirty (30) calendar days from receipt of Notice to Proceed	20%



	and Project Management Plan		
2	Delivery all the equipment and license in PAGCOR Home Office, initial testing and pre-configuration of equipment.	Within Seventy-Five (75) calendar days from receipt of Notice to Proceed	30%
3	Deployment, final configuration testing and acceptance of equipment in PAGCOR Head Office and PAGCOR Imus	Within Ninety (90) calendar days from receipt of Notice to Proceed	50%

5. The **SUPPLIER** shall complete the supply and delivery of goods within the time agreed by both parties. Should the **SUPPLIER** incur delay in its performance, it shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, **PAGCOR** shall have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.

In case the **SUPPLIER** still fails to deliver the item after the lapse of **(Please indicate period for the correction of defects)** from the supposed date of delivery, in addition to the forfeiture of the Performance Security and the penalties agreed upon, **PAGCOR** shall have the option to terminate the Contract.

6. In the event that the **SUPPLIER** fails to comply with its undertakings under this Contract, **PAGCOR** shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.
7. In the event that the facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR** terminate the same.
8. No terms or conditions of this Contract shall be deemed waived and no breach or default excused unless such waiver shall be in writing and signed by the party affected.
9. The rights or obligations under this Contract are of a personal nature and compliance thereof may not be assigned or subcontracted to another without the written consent of the other party. This Contract or any interest in it may not be assigned without the prior written consent of the other party.
10. This Contract contains all the covenants and stipulations agreed upon by the parties and shall be modified, revised or amended only upon written agreement of both parties.
11. This Contract constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous

agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Contract shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding UNLESS in writing and signed by the party making the waiver.

12. The relationship between the parties shall be limited to the performance of the terms and conditions of this Contract. Nothing herein shall be construed to create a general partnership/agency/employer-employee or any other relationship between the parties, or to authorize any party to bind the other except as set forth herein, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.
13. The parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any and all actions or suits between the parties relative to this Contract, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.
14. The **SUPPLIER** hereby further warrants and represents that:
  - a. The goods and specifications shall be described in no. 1 of this Contract.
  - b. It has good title to the goods described in the Bidding Documents, full authority to sell and transfer the same and that the items are sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
  - c. It will fully defend, protect, indemnify, and hold **PAGCOR** harmless from any and all adverse claims that may be made by any party for the possession and/or the use of the goods.
  - d. The defective items shall be replaced within **seven (7) calendar days** upon receipt of notice. Failure to replace the defective items within the same period shall make **SUPPLIER** liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays.
  - e. **PAGCOR** accepts no liability for the damage of the goods during transit. Title to the goods will be deemed to have passed to **PAGCOR** only upon receipt and final acceptance of the Goods.
  - f. It shall pay taxes in full and on time, failure to do so will entitle **PAGCOR** to suspend payment.

- g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by the **SUPPLIER**, a warranty security shall be required from the SUPPLIER for a minimum period of **one (1) year** from the date of delivery or acceptance of goods.
- h. The obligation for the warranty security shall be covered by either retention money or a special bank guarantee equivalent to at least one percent (1%) of the total contract price.
- i. The said amount shall only be released after the lapse of the **one (1) year** warranty period provided the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.

15. To guarantee the faithful performance of the **SUPPLIER** under this Contract, it shall post a Performance Security prior to the execution of the Contract, in accordance with any of the following schedule:

Form of Performance Security	Amount of Performance Security (Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%)
(b) 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.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security specific to the contract awarded.	Thirty Percent (30%)

In case the **SUPPLIER** posted a Bid Security in the form of Cash, Cashier's or Manager's Check, the same may be utilize as additional payment to complete the amount of the performance security.

The Performance Security or Performance Securing Declaration shall remain valid during the entire contract duration and shall be released only after the issuance of the Certificate of Final Acceptance (issuance of the IAR); Provided that **PAGCOR** has no claims filed against the contract awardee or the surety or insurance company and it has no claims for labor and materials filed against the contractor.

IN WITNESS WHEREOF, the parties have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

**PHILIPPINE AMUSEMENT AND  
GAMING CORPORATION**

TIN: 033-000-887-972

**SUPPLIER'S NAME**

TIN: \_\_\_\_\_

Represented by:

\_\_\_\_\_

Represented by:

\_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in City of \_\_\_\_\_, Philippines, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared:

**NAME**

**ID ISSUED AT/ON**

\_\_\_\_\_

\_\_\_\_\_

known to me and known to be the same person who execute the foregoing instrument consisting of \_\_\_\_\_ (\_\_) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

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

Doc No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in City of \_\_\_\_\_, Philippines, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared:

**NAME**

**ID ISSUED AT/ON**

\_\_\_\_\_

\_\_\_\_\_

known to me and known to be the same person who execute the foregoing instrument consisting of \_\_\_\_\_ (\_\_) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

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

Doc No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.

## Omnibus Sworn Statement

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.



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

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

\_\_\_\_\_  
Bidder's Representative/Authorized  
Signatory

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

## Bank Guarantee Form for Advance Payment

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To: *[name and address of PROCURING ENTITY]*  
*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

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 the PROCURING ENTITY and the Supplier, 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 remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

## BID SECURING DECLARATION FORM

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

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

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

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

**Kindly supply the required information in the spaces provided.**

Name of Bidder \_\_\_\_\_ . Invitation to Bid Number . Page \_\_\_\_ of \_\_\_\_\_.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Date of Delivery (Please indicate estimated date of delivery)	Amount of Contract	Value of Outstanding Contracts
<b>Government Contracts:</b>								
<b>Private Contracts:</b>								
Total								

\_\_\_\_\_  
*[Signature of the Authorized Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
*(Please indicate name of company)*

**NOTE:**

*The aforesaid statement should include those contracts awarded but not yet started.*

*Further, bidders should indicate "None" or "No On-going Government and/or Private Contracts" if they do not have any on-ongoing government and/or private contracts in the corresponding rows and/or column, including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid.*

**STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT**

**Kindly supply the required information in the spaces provided.**

Name of Bidder \_\_\_\_\_ . Invitation to Bid Number . Page \_\_\_\_ of \_\_\_\_\_.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Amount of Contract adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;	Date of Delivery (Please indicate actual date of delivery)

\_\_\_\_\_  
*[Signature of the Authorized Rep.]*

\_\_\_\_\_  
*[in the capacity of] (Please indicate position of Authorized Rep.)]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
 (Please indicate name of company)

**NOTE:**

***Bidders shall submit and attach a copy of the end-user's acceptance or official receipt(s) or sales invoice.***

## NFCC COMPUTATION

**Kindly supply the required information in the spaces provided.**

Name of Bidder \_\_\_\_\_ . Invitation to Bid Number . Page \_\_\_\_ of \_\_\_\_\_.

DETAILS	AMOUNT
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total value of all outstanding contracts, including those awarded but not yet started	
Total NFCC Computation	

\_\_\_\_\_  
*[Signature of the Authorized Rep.]  
of Authorized Rep.]*

\_\_\_\_\_  
*[in the capacity of] (Please indicate position*

*Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
(Please indicate name of company)*

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.  
X-----X

## PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

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



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

[Insert NAME OF BIDDER'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 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. \_\_\_\_\_ 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 \_\_\_\_\_

# DIAGRAM FOR THE SEALING AND MARKING OF BIDS



