



**Bidding Documents for the
Renewal of Subscription and Support
for Various Red Hat Installation for
the Govmail Project (One Year)**

ABC: Php 1,122,000.00

Bid Reference No. ICTOBAC-Redhat-2015-08-010

November 2015

Issued by

Department of Science and Technology
Information and Communications Technology Office
BIDS AND AWARDS COMMITTEE

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Section I. Invitation to Bid



INVITATION TO BID

Renewal of Subscription and Support for Various Red Hat Installation for Govmail Project (One Year)

1. The **Information and Communications Technology Office (ICT Office)** through the General Appropriations Act of 2015 intends to apply the sum of **ONE MILLION ONE HUNDRED TWENTY TWO THOUSAND PESOS ONLY (PHP 1,122,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Renewal of Subscription and Support for Various Red Hat Installation for Govmail Project**.
2. The ICT Office now invites bids from authorized Philippine Suppliers/ Distributors/Dealers for the Renewal of Subscription and Support for Various Red Hat Installation for Govmail Project described as follows:

Item No.	Project Description	Approved Budget for the Contract (Php)	Cost/Price of Bid Documents (cash Payment only)
1	Renewal of subscription and support for various Red Hat installation for the Govmail Project (one year)	1,122,000.00	PhP 5,000.00

3. Bids received in excess of the ABC shall automatically be rejected at the Bid Opening. Late Bids shall not be accepted.
4. Bidders should have completed, within the past five (5) 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 Documents, particularly, in Section II. Instructions to Bidders.
5. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Revised Implementing Rules and Regulation (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino Citizens/Sole Proprietorships, Partnerships or Organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country with laws or regulations that grant similar rights or privileges to Filipino Citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.

6. Interested bidders may obtain further information from the **ICT Office Bids and Awards Committee (ICT Office-BAC) Overall Secretariat**, Lower Ground Floor, ICT Office Building, C.P. Garcia Avenue, Diliman, Quezon City.

A complete set of Bidding Documents may be purchased by interested Bidders starting **03 November 2015 to 23 November 2015 from 9:00 a.m. to 5:00 p.m.**, Mondays to Fridays, except holidays upon payment of a non-refundable fee for the bidding documents in the amount specified in item no.2 at the ICT Office's Cashiering Section. It may also download free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of ICT Office, provided that Bidders shall pay the non-refundable fee for the Bidding Documents stated above not later than the submission of bids.

7. The ICT Office Bids and Awards Committee has scheduled the following activities for the said Project:

Pre-bid Conference	Deadline for Submission and Receipt of Bids	Bid Opening
Wednesday, 11 November 2015, 1:00 p.m.	Monday, 23 November 2015, 12:00 noon	Monday, 23 November 2015, 1:00 p.m.
Venue: AVR, ICT Office Building, Carlos P. Garcia Avenue, Diliman, Quezon City	Venue: Ground Floor, ICT Office Building, Carlos P. Garcia Avenue, Diliman, Quezon City	Venue: AVR, ICT Office Building, Carlos P. Garcia Avenue, Diliman, Quezon City

The ICT Office Bids and Awards Committee will hold a Pre-bid Conference on the above stated date, which shall be open to all interested bidders who purchased the bidding documents.

8. Bids must be delivered to the address below on or before **12:00 noon of 23 November 2015**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 18**.

The Bid Opening shall be on **23 November 2015, 1:00 p.m.** at the Seminar Room, ICT Office Building, Carlos P. Garcia Avenue, Diliman, Quezon City. Bids will be opened in the presence of the Bidders' Representatives who choose to attend the Bid Opening. Late Bids shall not be accepted.

9. **ICT Office** reserves the right to accept or reject any Bid, to annul the bidding process, and to reject all Bids at any time prior to contract award, and makes no assurance that contract shall be entered into as a result of this invitation, without thereby incurring any liability to the affected Bidder or Bidders.
10. For further information, please refer to:

Engr. Beverly S. Camacho
ICT Office Bids and Awards Committee (BAC) Overall Secretariat
Information and Communications Technology Office
Carlos P. Garcia Avenue, Diliman, Quezon City
Tel. No. +63-2-928-6071
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Email Address: ictobac.secretariat@icto.dost.gov.ph
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MARIA TERESA MAGNO-GARCIA
Director and Chairperson,
ICT Office Bids and Awards Committee

Section II. Instructions to Bidders

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General

1. Scope of Bid

- 1.1. The **Information and Communications Technology Office** named in the **BDS** (hereinafter referred to as the “**ICT Office**”) wishes to receive bids for supply and delivery of the goods as described in Section VII. *Technical Specifications* (hereinafter referred to as the “Goods”).
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, the **ICT Office** as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the **ICT Office**:
 - a. defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the **ICT Office**, and includes collusive practices among Bidders

(prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the **ICT Office** of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the **ICT Office**, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the **ICT Office** or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the **ICT Office** or any foreign government/foreign or international financing institution herein.

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this **Clause** for purposes of competing for the contract.

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

3.3. Furthermore, the Funding Source and the **ICT Office** reserve the right to inspect and audit records and accounts of a bidder or supplier in the

bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC Clause 1.3**.

4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:
- a. A Bidder has controlling shareholders in common with another Bidder;
 - b. A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - c. A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
 - d. A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the **ICT Office** regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
 - e. A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
 - f. A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.
- 4.2. In accordance with **Section 47** of the **IRR of RA 9184**, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the **ICT Office**, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following

persons:

- a. If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- b. If the Bidder is a partnership, to all its officers and members;
- c. If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- d. If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this **Clause** shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this **Clause** will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
 - a. Duly licensed Filipino citizens/sole proprietorships;
 - b. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - c. Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - d. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
 - e. Unless otherwise provided in the **BDS**, persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
 - a. When a Treaty or International or Executive Agreement as provided in **Section 4** of the RA 9184 and its IRR allow foreign bidders to participate;

- b. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - c. When the Goods sought to be procured are not available from local suppliers; or
 - d. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the **ICT Office**.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB Clause 12.1(a)(iii)**.

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

NFCC = [(Current assets minus current liabilities) (K)] 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 for this Project.

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other

banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in as required in **ITB Clause 12.1(b)(iii)**.
- 6.2. The Bidder is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB Clause 10.3**.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 - (g) Authorizing the Head of the **ICT Office** or its duly authorized representative/s to verify all the documents submitted;
 - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly **notarized Secretary's Certificate** attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
 - (i) Complying with the disclosure provision under **Section 47** of RA 9184 in relation to other provisions of **RA 3019**; and
 - (j) Complying with existing labor laws and standards, in the case of

procurement of services.

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

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The **ICT Office** shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the **ICT Office**.
- 6.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the **ICT Office** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.7. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.8. The Bidder should note that the **ICT Office** will accept bids only from those that have paid the non-refundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB Clause 27.1**.

8. Subcontracts

- 8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the **ICT Office** and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2 Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any

subcontractor is found by the **ICT Office** to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

- 8.3 The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- (b) *The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the **ICT Office** determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.*
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the **ICT Office's** requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

- 10.1. Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the **ICT Office** at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

- 10.2. Supplemental/Bid Bulletins may be issued upon the **ICT Office's** initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the **ICT Office** concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB Clause 23**.

Preparation of Bids

11. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the **ICT Office**, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class "A" Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts within the period stated in the

BDS, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:

- (iii.1) name of the contract;
 - (iii.2) date of the contract;
 - (iii.3) kinds of Goods;
 - (iii.4) amount of contract and value of outstanding contracts;
 - (iii.5) date of delivery; and
 - (iii.6) end user's acceptance or official receipt(s) issued for the contract, if completed.
- (iv) Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
 - (v) NFCC computation or CLC in¹ accordance with **ITB Clause 5.5**;
 - (vi) Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;and

Class "B" Document:

- (vii) If applicable, the 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.
- (b) Technical Documents –
 - (i) Bid security in accordance with **ITB Clause 18**. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or

¹ Please refer to GPPB Resolution No. 29-2012

Commercial Bank; or

- (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in **Sections VI** and **VII** of the Bidding Documents; and
- (iii) Sworn statement in accordance with **Section 25.2(a)(iv)** of the IRR of RA 9184 and using the form prescribed in **Section VIII. Bidding Forms**.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB Clauses 15.1** and **15.4**;
- (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB Clause 27**, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the **ICT Office**, payment could be made upon the submission of bids.
 - (ii) The **ICT Office** has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the **ICT Office** and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

- (iii) The **ICT Office** has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The **ICT Office** has established a system to monitor and report bid prices relative to ABC and engineer's/ **ICT Office's** estimate.
- (v) The **ICT Office** has established a system to monitor and report bid prices relative to ABC and **ICT Office's** estimate. The **ICT Office** has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the **ICT Office's** country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
 - (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or
 - (i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any **ICT Office** country sales and other taxes which will be payable on the Goods if the contract is awarded.
 - (ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.
 - (iii) The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) The price of other (incidental) services, if any, listed in the **BDS**.

15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB Clause 24**.

All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the **ICT Office**.

Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB Clause 16.1**, the **ICT Office** for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the **ICT Office** may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB Clause 18** should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The bid security in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
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.	Five percent (5%)
d. Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the **ICT Office** as non-responsive.
- 18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB Clause 18.2**.
- 18.4. Upon signing and execution of the contract pursuant to **ITB Clause 32**, and the posting of the performance security pursuant to **ITB Clause 33**, the successful Bidder's bid security will be discharged, but

in no case later than the bid security validity period as indicated in the **ITB Clause 18.2**.

18.5. The bid security may be forfeited:

- a. if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB Clause 17**;
 - (ii) does not accept the correction of errors pursuant to **ITB Clause 28.3(b)**;
 - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB Clause 29.2**;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from

bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

- b. if the successful Bidder:
 - (i) fails to sign the contract in accordance with **ITB Clause 32**; or
 - (ii) fails to furnish performance security in accordance with **ITB Clause 33**.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB Clause 21** in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB Clause 12.1**, and the second shall contain the financial component of the bid.
- 19.2. Forms as mentioned in **ITB Clause 19.1** must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB Clauses 12** and **13**. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB Clause 12** in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- a. contain the name of the contract to be bid in capital letters;
 - b. bear the name and address of the Bidder in capital letters;
 - c. be addressed to the **ICT Office's** BAC in accordance with **ITB Clause 1.1**;
 - d. bear the specific identification of this bidding process indicated in the **ITB Clause 1.2**; and
 - e. bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB Clause 21**.
- 20.5. If bids are not sealed and marked as required, the **ICT Office** will assume no responsibility for the misplacement or premature opening of the bid.

Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the **ICT Office's** BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the **ICT Office**, pursuant to **ITB Clause 21**, shall be declared "Late" and shall not be accepted by the **ICT Office**.

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the **ICT Office** prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its

original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the **ICT Office** prior to the deadline prescribed for submission and receipt of bids.
- 23.3. Bids requested to be withdrawn in accordance with **ITB Clause 23.1** shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB Clause 18.5**, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB Clause 12**. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.2. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB Clause 13.2**, the BAC shall rate the bid concerned as

“failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the **ICT Office** to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB Clause 12.1(a), items (i) to (v)**.
- 24.5. In the case of an eligible foreign Bidder as described in **ITB Clause 5**, the Class “A” Documents described in **ITB Clause 12.1(a)** may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB Clauses 12.1(a)(i) and 12.1(a)(ii)**. Submission of documents required under **ITB Clauses 12.1(a)(iii) to 12.1(a)(v)** by any of the joint venture partners constitutes compliance.
- 24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 24.8. The **ICT Office** shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b)

attendance sheet. The BAC members shall sign the abstract of bids as read.

Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB Clause 26**.
- 25.2. Any effort by a bidder to influence the **ICT Office** in the **ICT Office's** decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

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

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the **ICT Office** will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
 - (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
 - (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
 - (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the **ICT Office** shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
 - (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a

non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the **ICT Office** shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

- 27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.
- 27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The **ICT Office** will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB Clause 24**, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
 - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The **ICT Office's** BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:

- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the **ICT Office**; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC, shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The **ICT Office**'s evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

29. Post-Qualification

- 29.1. The **ICT Office** shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB Clauses 5, 12, and 13**.
- 29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
- a. Latest income and business tax returns in the form specified in the **BDS**;

- b. Certificate of PhilGEPS Registration; and
- c. Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB Clauses 12 and 13**, as well as other information as the **ICT Office** deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the **ICT Office** the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the **ICT Office** shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.
- 29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the **ICT Office** shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the **ICT Office** concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid

evaluation criteria, the **ICT Office** shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2. Based on the following grounds, the **ICT Office** reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the **ICT Office**, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the **ICT Office's** BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the **ICT Office**;
 - (ii) If the project is no longer necessary as determined by the head of the **ICT Office**; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the **ICT Office**.

30.3. In addition, the **ICT Office** may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

Award of Contract

31. Contract Award

- 31.1. Subject to **ITB Clause 29**, the **ICT Office** shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the **ICT Office** shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the **ICT Office**.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;
 - (b) Posting of the performance security in accordance with **ITB Clause 33**;
 - (c) Signing of the contract as provided in **ITB Clause 32**; and
 - (d) Approval by higher authority, if required.
- 31.4. At the time of contract award, the **ICT Office** shall not increase or decrease the quantity of goods originally specified in **Section VI. Schedule of Requirements**.

32. Signing of the Contract

- 32.1. At the same time as the **ICT Office** notifies the successful Bidder that its bid has been accepted, the **ICT Office** shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the **ICT Office**.
- 32.3. The **ICT Office** shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
- (d) Performance Security;
- (e) Credit line in accordance with **ITB Clause 5.5**, if applicable;
- (f) Notice of Award of Contract; and
- (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

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

33.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the **ICT Office** in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
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; and/or	Thirty percent (30%)
d. Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the **ICT Office** shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

34. Notice to Proceed

- 34.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the **ICT Office** shall issue its Notice to Proceed to the Bidder.
- 34.2. The contract effectivity date shall be provided in the Notice to Proceed by the **ICT Office**, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is Information and Communications Technology Office (ICT Office) .
1.2	The lot(s) and reference is/are: ITB No. ICTOBAC-Redhat-08-010
2	The Funding Source is: The Government of the Philippines (GOP) through General Appropriations Act of 2015, in the amount of ONE MILLION ONE HUNDRED TWENTY TWO THOUSAND PESOS ONLY (PHP 1,122,000.00) The name of the Project is: Renewal of Subscription and Support for Various Red Hat Installation for Govmail Project
3.1	No further instructions.
5.1	No further instructions.
5.2	None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2(b) , may not participate in this Project.
5.4	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(iii) , a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. For this purpose, similar contracts shall refer to Subscription and Support for Various Red Hat Installation.
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The ICT Office will hold a pre-bid conference for this Project on <u>Wednesday, 11 November 2015 at 1:00 PM at AVR Room, ICT Office Building, Carlos P. Garcia Avenue, Diliman, Quezon City.</u>
10.1	The ICT Office's address is:

ITB Clause	
	<p>Information and Communications Technology Office ICT Office Building, Carlos P. Garcia Avenue, Diliman, Quezon City</p> <p>Contact Person: Engr. Beverly S. Camacho Overall ICT Office Bids and Awards Committee (BAC) Secretariat Information and Communications Technology Office Carlos P. Garcia Avenue, Diliman, Quezon City Tel. No. +63-2-928-6071 Fax No. +63-2-928-6071 Email Address: ictobac.secretariat@icto.dost.gov.ph Website: www.icto.dost.gov.ph</p>
12.1	No further instructions.
12.1(a)(i)	<p>The following registration documents shall be required.</p> <p>a. For Sole Proprietorship - Department of Trade and Industry (DTI) business name registration;</p> <p>b. For Corporations - Securities and Exchange Commission (SEC) Certificate of Registration or SEC Certificate of Filing of Amended Articles of Incorporation;</p> <p>c. For Partnerships - SEC Registration Certificate or SEC Certificate of Filing of Amended Articles of Partnership;</p> <p>d. For Cooperatives - Cooperative Development Authority Registration.</p>
12.1(a)(ii)	Business/Mayor's Permit for 2015 issued by the city or municipality where the principal place of business of the bidder is located.
12.1(a)(iii)	<p>The statement of single largest completed contract similar to the contract to be bid shall include all such contract/s within years 2010 -2014 and from January 2015 up to the day before the deadline for the submission bids.</p> <p>The statement of all ongoing contracts and awarded but not yet started contracts which may or may not be similar to the project as of the day before the deadline of submission of bids. However, only those bidders without overdue deliveries as of the date of opening of bids may participate in the bidding for the same items.</p> <p>Bidders shall submit separate statements for:</p> <p>(1) completed contract/s, which is similar to the contract to be</p>

ITB Clause	
	<p>bid (Annex "A" in Section VIII. Bidding Forms)</p> <p>(2) statement of statement of at single largest completed contract as stated in Annex "B" in Section VIII. Bidding Forms.</p> <p>(3) On-going contracts and awarded but not yet started contracts. (Annex "C" in Section VIII. Bidding Forms)</p>
12.1(a)(iv)	<p>Audited Financial Statement (AFS) for year 2014 is required, which includes:</p> <ol style="list-style-type: none"> 1) Independent Auditor's Report 2) Balance Sheet 3) Income Statement
12.1(a)(vi)	<p>Valid and Current Tax Clearance is required in this bidding as prescribed in the GPPB Resolution No. 21-2013 dated 30 July 2013.</p>
12.1(a)(vii)	<p>Joint venture is allowed.</p>
12.1(b)(ii)	<p>In the column "Bidders" Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance of the service offered. Statement of "comply" must be supported by evidence in a bidders bid and cross-referenced to that evidence. Evidence shall be in the form that are as stated in the Technical Specifications.</p> <p>The indication of the word "comply" in the portion opposite the item which is the primary requirement shall mean that all items under the same are complied with.</p> <p>Should there be discrepancy/ies found during post-qualification on the bidder's representation of compliance and actual offer vis-a-viz the un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, the same shall be enough basis for disqualification.</p>
13.1	<p>No additional requirements.</p>
13.1(b)	<p>No further instructions.</p>
13.1(c)	<p>No further instructions.</p>
13.2	<p>The Approved Budget for the Contract (ABC) for this tender is ONE</p>

ITB Clause												
	<p>MILLION ONE HUNDRED TWENTY TWO THOUSAND PESOS ONLY (PHP 1,122,000.00). Any bid with a financial component exceeding this amount shall not be accepted.</p> <table border="1" data-bbox="472 421 1401 658"> <thead> <tr> <th data-bbox="472 421 616 524">Item No.</th> <th data-bbox="616 421 1110 524">Project Description</th> <th data-bbox="1110 421 1401 524">Approved Budget for the Contract (Php)</th> </tr> </thead> <tbody> <tr> <td data-bbox="472 524 616 658">1.</td> <td data-bbox="616 524 1110 658">Renewal of subscription and support for various Red Hat installation for the Govmail Project (one year)</td> <td data-bbox="1110 524 1401 658">1,122,000.00</td> </tr> </tbody> </table>			Item No.	Project Description	Approved Budget for the Contract (Php)	1.	Renewal of subscription and support for various Red Hat installation for the Govmail Project (one year)	1,122,000.00			
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1.	Renewal of subscription and support for various Red Hat installation for the Govmail Project (one year)	1,122,000.00										
13.2.(b)	No further instructions.											
15.4 a(iii)	No incidental services are required.											
15.4 (b)	No incidental services are required.											
16.1. (b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.											
16.3	Not further instruction.											
17.1	Bids will be valid until 22 March 2016 which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.											
18.1	<p>Bidders must submit bid security in favor of the Information And Communications Technology Office in any of the following forms:</p> <table border="1" data-bbox="453 1303 1372 1818"> <thead> <tr> <th data-bbox="453 1303 593 1527" rowspan="2">Item No.</th> <th data-bbox="593 1303 807 1527" rowspan="2">Project Description</th> <th data-bbox="807 1303 1107 1527">Amount</th> <th data-bbox="1107 1303 1372 1527" rowspan="2">Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</th> </tr> <tr> <th data-bbox="807 1527 1107 1527">cash, cashier's/ manager's check</th> </tr> </thead> <tbody> <tr> <td data-bbox="453 1527 593 1818">1</td> <td data-bbox="593 1527 807 1818">Renewal of subscription and support for various Red Hat installation for the Govmail Project (one year)</td> <td data-bbox="807 1527 1107 1818">2% percent of the ABC PhP 22,400.00</td> <td data-bbox="1107 1527 1372 1818">Refer to Annex " D"</td> </tr> </tbody> </table>			Item No.	Project Description	Amount	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)	cash, cashier's/ manager's check	1	Renewal of subscription and support for various Red Hat installation for the Govmail Project (one year)	2% percent of the ABC PhP 22,400.00	Refer to Annex " D"
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		cash, cashier's/ manager's check										
1	Renewal of subscription and support for various Red Hat installation for the Govmail Project (one year)	2% percent of the ABC PhP 22,400.00	Refer to Annex " D"									
18.2	The bid security shall be valid for One Hundred Twenty (120) calendar days from the date of the Opening of Bids.											
18.5	No further instructions.											
20.3	Each Bidder shall submit one (1) original and two (2) copies of the											

ITB Clause	
	<p>first and second components of its bid.</p> <p>The duplicates - i.e. "copy 1" & "copy 2", must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, "copy 1" and "copy 2" need not contain photocopies of the same.</p>
21	<p>The address for submission of bids is:</p> <p>ICT Office BAC Secretariat Information and Communications Technology Office Lower Ground Floor, ICT Office Building Carlos P. Garcia Avenue, Diliman, Quezon City</p> <p>The deadline for submission of bids is 23 November 2015 at 12:00 noon.</p>
24.1	<p>The place of bid opening is: Audio Visual Room, ICT Office Building, Carlos P. Garcia Avenue, Diliman, Quezon City.</p> <p>The date and time of bid opening is 23 November 2015 at 1:00 p.m.</p> <p>The date and time of bid opening is one hour after the deadline of submission of bids.</p> <p>During the opening of bids only the authorized representative shall be allowed to assist in the opening of bids. In case the authorized representative is not present, any employee or representative of the authorized representative may be allowed to assist in the opening of bids provided that a separate written authorization from the authorized representative shall be presented for the purpose. Provided that the authorized representative is duly authorized to issue such further authority and the same is reflected in the Board Resolution and/or Secretary Certificate.</p>
24.2	No further instructions.
27.1	No further instructions.
28.3	The SERVICE is a single lot and shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.

ITB Clause	
28.3 (b)	Bid modification is allowed if the conditions fall within ITB Clause 23.
28.4	No further instructions.
29	<p>Post Qualification: Within a non-extendible period of three (3) calendar days from receipt by the bidder of the Notice from the ICT Office BAC that the bidder has the Single/Lowest Calculated Bid (S/LCB), the bidder shall submit and/or present the following requirements for post qualification:</p> <ol style="list-style-type: none"> 1. Present original copy and submit copy of the following: <ol style="list-style-type: none"> a) Latest Income Tax Returns per Revenue Regulations 3-2005 Tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission; (including VAT Returns and its corresponding proof of payment) b) Valid and current Certificate of PhilGEPS Registration; and <p>In Case of Joint Venture, both partners must present/submit above items 1.a, and 1.b.</p> 2. Submit original copy of the following: <ol style="list-style-type: none"> a) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, or from the Department of Trade and Industry (DTI) for sole proprietorship, or from the Cooperative Development Authority (CDA) for cooperatives; b) Business/Mayor's Permit for year 2015, issued by the city or municipality where the principal place of business of the prospective bidder is located; c) Valid and current Tax Clearance issued by the Collection and Enforcement Division of the Bureau of Internal Revenue Head Office per EO# 398 dated January 12, 2005; <p>In case of Joint Venture, both partners must present original copy of above items 2.a),2.b & 2.c).</p> <p>In addition, the following document(s) shall be required:</p> <ol style="list-style-type: none"> 1. Proof of completion of the contracts as identified in the Statement

ITB Clause	
	<p>of Completed Two Similar Contracts, which shall be copy of individual:</p> <ul style="list-style-type: none"> (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice; and (c) Official Receipt; <p>2. Supporting evidence in relation to, and subject as for compliance under Section 12.1(b)(ii) i.e. conformity with technical specifications.</p> <p>Failure of the bidder, declared as Single/Lowest Calculated Bid (S/LCB), to duly submit the above requirements or a finding against the veracity of such shall be grand for forfeiture of the bid security and disqualify the Bidder for award.</p> <p>As part of Post Qualification, eligibility and technical documents submitted by the S/LCB will be validated and verified. Furthermore, S/LCB product technical specifications will be validated to ensure compliance with the required specifications.</p>
32.4(g)	The ICT Office Bids and Awards Committee reserves the right to require additional contract documents relevant to the project.

Section IV. General Conditions of Contract

1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the **ICT Office** and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the **ICT Office** under the Contract.
 - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) "**GCC**" means the General Conditions of Contract contained in this Section.
 - (f) "**SCC**" means the Special Conditions of Contract.
 - (g) "The **ICT Office**" means the organization purchasing the Goods, as named in the **SCC**.
 - (h) "The **ICT Office's** country" is the Philippines.
 - (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
 - (j) The "Funding Source" means the organization named in the **SCC**.
 - (k) "The Project Site," where applicable, means the place or places named in the **SCC**.
 - (l) "Day" means calendar day.
 - (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in

the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the **ICT Office** setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the **SCC**, the **ICT Office** as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the **ICT Office**:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the **ICT Office**, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the **ICT Office** of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the **ICT Office**, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to

influence their participation in a procurement process, or affect the execution of a contract;

- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the **ICT Office** or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the **ICT Office** or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or **ICT Office**, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

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

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in ***Section VI. Schedule of Requirements***.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to

compliance with the required qualifications and the approval of the **ICT Office**.

8. Procuring Entity's Responsibilities

8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the **ICT Office** shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2. The **ICT Office** shall pay all costs involved in the performance of its responsibilities in accordance with **GCC Clause 6**.

9. Prices

9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC Clause 29**.

10. Payment

10.1. Payments shall be made only upon a certification by the Head of the **ICT Office** to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the **ICT Office** to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.

10.2. The Supplier's request(s) for payment shall be made to the **ICT Office** in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for GCC Clause 6.1, and upon fulfillment of other obligations stipulated in this Contract.

- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the **ICT Office**, but in no case later than Sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
 - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in **Section VIII. Bidding Forms**.
 - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the **ICT Office's** authorized representative. In the event that no inspection or acceptance certificate is issued by the **ICT Office's** authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the **ICT Office's** own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.
 - (d) All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

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

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the **ICT Office** but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB Clause 33.2**.
- 13.2. The performance security posted in favor of the **ICT Office** shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the **ICT Office** of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the **ICT Office** and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the **ICT Office**;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the **ICT Office** shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the **ICT Office's** prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the **ICT Office**. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the **ICT Office** and shall be returned (all copies) to the **ICT Office** on completion of the Supplier's performance under this Contract if so required by the **ICT Office**.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the **Section VII. Technical Specifications**, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The **ICT Office** or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the **ICT Office**. The **SCC** and **Section VII. Technical Specifications** shall specify what inspections and/or tests the **ICT Office** requires and where they are to be conducted. The **ICT Office** shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the **ICT Office**. The Supplier shall provide the **ICT Office** with results of such inspections and tests.
- 16.3. The **ICT Office** or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the **ICT Office** shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The **ICT Office** may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the **ICT Office**, and shall repeat the test and/or inspection, at no cost to the **ICT Office**, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the **ICT Office** or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the **ICT Office** provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The **ICT Office** shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the **ICT Office**.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the **ICT Office** may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the **ICT Office** may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring **ICT Office** in ***Section VI. Schedule of Requirements***.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the **ICT Office** in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC

Clause 22, the **ICT Office** shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. **Liquidated Damages**

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **ICT Office** shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the **ICT Office** shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. **Settlement of Disputes**

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the **ICT Office** and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the **ICT Office** or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the **ICT Office** and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract

unless they otherwise agree; and the **ICT Office** shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

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

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "*fortuitous event*" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the **ICT Office** in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a force majeure situation arises, the Supplier shall promptly notify the **ICT Office** in writing of such condition and the cause thereof. Unless otherwise directed by the **ICT Office** in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The **ICT Office** shall terminate this Contract for default when any of the following conditions attends its implementation:
 - (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the **ICT**

Office pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

- (b) As a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the **ICT Office** stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the **ICT Office** terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the **ICT Office** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the **ICT Office** for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the **ICT Office** may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The **ICT Office** shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the **ICT Office** and/or the Supplier.

25. Termination for Convenience

25.1. The **ICT Office** may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the **ICT Office** may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for

delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the **ICT Office** at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the **ICT Office** may elect:

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

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the **ICT Office** which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a quantum meruit basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the **ICT Office** before recovery may be made.

26. Termination for Unlawful Acts

26.1. The **ICT Office** may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

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

27. Procedures for Termination of Contracts

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the Head of the **ICT Office** shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the **ICT Office**, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the **ICT Office** a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the **ICT Office** shall issue an order terminating this Contract;
- (e) The **ICT Office** may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the **ICT Office** shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the **ICT Office** may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the **ICT Office**; and
- (h) The Supplier must serve a written notice to the **ICT Office** of

its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the **ICT Office**.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the **ICT Office's** prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

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

Section V. Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1.1(g)	The Procuring Entity is Information and Communications Technology Office (ICT Office) .
1.1(i)	The Supplier is _____.
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through General Appropriations Act (GAA) for the Fiscal Year 2015 in the amount of ONE MILLION ONE HUNDRED TWENTY TWO THOUSAND PESOS ONLY (PHP 1,122,000.00) .
1.1(k)	The Project Sites are defined in Section VI. Schedule of Requirements .
5.1	The Procuring Entity's address for Notices is: USEC. LOUIS NAPOLEON C. CASAMBRE Executive Director Information and Communications Technology Office ICTO Building, Carlos P. Garcia Avenue, Diliman, Quezon City Telephone No.: +63-02-426/4261528 Fax Number:+63-02-4261525 The Supplier's address for Notices is: [Insert address including, name of contact, fax and telephone number]
6.2	Delivery and Documents – For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: "The delivery terms applicable to this Contract are delivered <i>as specified in Technical Specifications</i> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Services at their final destination."

Delivery of the Services shall be made by the Supplier in accordance with the terms specified in

Section VI. Schedule of *Requirements*. The details of delivery and/or other documents to be furnished by the Supplier are as follows:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies Delivery Receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vi) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in

Section VI. Schedule of *Requirements*:

- (a) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (b) 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
- (c) 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.

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

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

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation –

Where the Supplier is required under Contract to deliver the

	<p>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.</p> <p>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.</p>
10.4	Not applicable.
13.4(c)	No further instructions
16.1	The inspections and tests that will be conducted are stated in <i>Section VII. -Technical Specifications.</i>
17.4	Not applicable.
21.1	All partners to the joint venture shall be jointly and severally liable to the ICT Office.

Section VI. Schedule of Requirements

SCHEDULE OF REQUIREMENTS

The delivery schedule of service shall be completed **within Thirty (30) calendar days**, from the receipt of **Notice to Proceed** for the **Renewal of subscription and support for various Red Hat installation for the Govmail Project (one year)**.

Item No.	Description	Quantity	ABC (Php)	Delivered, Weeks/Months
1	RH00003 Red Hat Enterprise Linux Server Premium Subscription for Physical or Virtual Nodes	1	1,122,000.00	Thirty (30) calendar days
2	RH00001 Red Hat Enterprise Linux Server Premium Subscription for Virtual Data Center	3		
3	RV0213787 Red Hat Enterprise Virtualization Premium Subscription (2 sockets)	3		

Place of Delivery: ICT Office, C.P Garcia Avenue, UP Diliman, Quezon City

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

Name of Company

Signature Over Printed Name of
Authorized Representative

Date

Section VII. Technical Specifications

Technical Specifications

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence.

Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate.

A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection.

A statement either in the 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 fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB** a(ii) and/or **GCC** Clause (ii).

Renewal of Subscription and Support for various Red Hat installation for the Govmail Project (one year)

Item	Technical Specifications	Bidder's Statement of Compliance	Bidder's Actual Offer
1.0	GENERAL		
1.1.	This section defines the minimum technical specifications to be followed in the execution of works under the contract. Specifications of the actual equipment shall not be lower than that of the requirement as stated in TR 2 of the TOR.		<i>Bidder to submit the literature</i>
			<i>Indicate actual proposed Technical Specifications line per line</i>
1.2.	A. RH00003 Red Hat Enterprise Linux Server Premium Subscription for Physical or Virtual Nodes		
	B. RH00001 Red Hat Enterprise Linux Server Premium Subscription for Virtual Data Center		
	C. RV0213787 Red Hat Enterprise Virtualization Premium Subscription (2 sockets)		

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

_____ Name of Company	_____ Signature Over Printed Name of Authorized Representative	_____ Date
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Section VIII. Bidding Forms

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BID FORM

Date: _____

Invitation to Bid² No: **ICTOBAC-Redhat-2015-08-010**

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the **Renewal of Subscription and Support for Various Red Hat Installation for Govmail Project (One Year)** in conformity with the said Bidding Documents for the sum of stated hereunder:

Item No.	Description	Qty	Unit Cost	Total Cost
1	RH00003 Red Hat Enterprise Linux Server Premium Subscription for Physical or Virtual Nodes	1		
2	RH00001 Red Hat Enterprise Linux Server Premium Subscription for Virtual Data Center	3		
3	RV0213787 Red Hat Enterprise Virtualization Premium Subscription (2 sockets)	3		
Total Cost of the Project (Php)				

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree that the cost of burstable bandwidth should not be more than the cost of the base bandwidth.

² If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Abroad

Name of Bidder _____ . Invitation to Bid⁴ Number _____. Page
 _____ of ____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Qty	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)

⁴ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder _____, Invitation to Bid⁵ Number _____. Page _____ of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Qty	Unit price EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4

⁵ If ADB, JICA and WB funded projects, use IFB.

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the ____ day of _____ 20____ between **Information and Communications Technology Office** of the Philippines (hereinafter called "the Entity") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Summary Sheet and Consolidated Bid Detail Form including Statement of Conformity with the Delivery Schedule;
 - (b) the Technical Specifications;
 - (c) the General Conditions of Contract;
 - (d) the Special Conditions of Contract; and
 - (e) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

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

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

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

I/We, *[Name of Affiant]*, of legal age, with residence at *[Address of Affiant]*, after having been duly sworn in accordance with law and in compliance with the bidding requirements as contained in the Instruction to Bidders/Bid Data Sheet for the bidding of the **Renewal of Subscription and Support for Various Red Hat Installation for Govmail Project (One Year)**, do hereby certify under oath as follows:

(a)

AUTHORITY OF THE DESIGNATED REPRESENTATIVE

(Please check appropriate box and fill up blanks)

Sole Proprietor

That I am the sole proprietor of <<State Company Name/Name of Supplier>> with business address at <<state company/supplier address>>, Telephone Number _____, with Fax No. _____, and email address _____ and as such, I have the full power and authority to do, exercise and perform any and all acts necessary to represent it in the negotiation.

Name : _____
Title : _____
Specimen Signature : _____

Note: Please attach a Special Power of Attorney (SPA), If not the Sole Proprietor/Owner

Corporation, Partnership, Cooperative

That I/We am/are the duly authorized representative/s of <<State Company Name>> with business address at <<state company/supplier address>>, Telephone Number _____, with Fax No. _____, and email address _____, as shown in the attached authority to execute and perform any and all acts necessary and/or to represent our company in the abovementioned negotiations, including signing all negotiation documents and other related documents such as the contracts:

Name : _____
Title : _____
Specimen Signature : _____

Name : _____
Title : _____
Specimen Signature : _____

Note: Please attach duly executed Secretary's Certificate

(b)
**NON-INCLUSION IN THE BLACKLIST BY ANY AGENCY OR GOVERNMENT
INSTRUMENTALITY NOR UNDER SUSPENSION STATUS**

That the firm I/We represent is not currently blacklisted or barred from bidding by any government office/ agency/ corporation or Local Government Unit nor under suspension.

(c)
AUTHENTICITY OF SUBMITTED DOCUMENTS

That all the certified true copies of documents submitted by our company are true and faithful reproductions or copies of the originals and all the contents/information contained therein are true and correct and unaltered.

(d)
AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS
**THE ICT OFFICE BIDS AND AWARDS COMMITTEE,
INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE**

**Renewal of Subscription and Support for Various Red Hat
Installation for Govmail Project (One Year)**

The undersigned duly authorized representative of the Applicant, for and in behalf of the Applicant, hereby submits this Letter of Authorization in relation with Application to apply for Eligibility and to Bid for the subject contract to be bid.

In connection thereat, all public official, engineer, architect, surety company, bank institution or other person, company or corporation named in the eligibility documents and statements are hereby requested and authorized to furnish the Chairperson, ICT Office Bids and Awards Committee/or its duly authorized representative/s any information necessary to verify the correctness and authenticity of any item stated in the said documents and statements or regarding our competence and general reputation.

I/We hereby give consent and give authority to the Chairperson of ICT Office BAC or its duly authorized representative, to verify the authenticity and correctness, of any or all of the documents and statements submitted herein, and that I/We hereby hold myself/ourselves liable, criminally or civilly, for any misrepresentation or false statements made therein which shall be ground for outright disqualification and/or ineligibility, and inclusion of my/our company among the contractors blacklisted from participating in future bidding of the Information and Communications Technology Office, Department of Science and Technology.

(e)
DISCLOSURE OF RELATIONS

That for and in behalf of the Bidder, I/We hereby declare that:

- If the bidder is an individual or a sole proprietorship, to the bidder himself;
- If the bidder is a partnership, to all its officers and members;
- If the bidder is a corporation, to all its officers, directors, and controlling stockholders;
- If the bidder is a Joint Venture, to all its partners and members;

are not related by consanguinity or affinity up to the third civil degree with the members of the **Board of Directors**, the **President**, **Officers** or **Employees** having direct access to information that may substantially affect the result of the bidding such as, but not limited to, the **members of the ICT Office BAC**, the **members of the TWG of ICT Office** and the **ICT Office BAC Secretariat**. It is fully understood that the existence of the aforesaid relation by consanguinity or affinity of the Bidder with the aforementioned Officers of the Corporation shall automatically disqualify the Bid.

(f)

COMPLIANCE WITH EXISTING LABOR LAWS AND STANDARDS

That our company diligently abides and complies with existing labor laws and standards

(g)

BIDDER'S RESPONSIBILITIES

1. That I/We have taken steps to carefully examine all of the bidding documents;
2. That I/We acknowledge all conditions, local and otherwise affecting the implementation of the contract;
3. That I/We made an estimate of the facilities available and needed for the contract to be bid, if any;
4. That I/We will inquire or secure Supplemental/Bid Bulletins issued for this project;
5. That the submission of all bidding documents shall be regarded as acceptance of all conditions of bidding and all requirements of authorities responsible for certifying compliance of the contract;
6. That I have complied with our responsibility as provided for in the bidding documents and all Supplemental/Bid Bulletins;
7. That failure to observe any of the above responsibilities shall be at my own risk and That I agree to be bound by the terms and conditions stated in the conditions of the contract for this project.

(h)

DID NOT PAY ANY FORM OF CONSIDERATION

That our company did not give or pay directly or indirectly any commission, amount, fee or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity; and

(i)

COMPANY OFFICIAL CONTACT REFERENCE

That our company hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the ICT Office Bids and Awards Committee notices be transmitted.

Telephone No./s: _____

Fax No/s. : _____

E-mail Add/s.: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2015 at _____, Philippines.

Bidder's Representative/Authorized Signatory
(Signature over Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day [month] [year] at [place of execution], Philippines. Affiant is/are personally known to me through competent Evidence of Identity (as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no._____.

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

NAME OF NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Note:

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

At least one current identification documents issued by an official agency bearing the photograph and signature of the individual, such as but limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, PhilHealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

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 10 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

[name of bank or financial institution]

[address]

[date]

STATEMENT OF COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ has the following completed contracts for the period CY 2010- up to submission of bid.

Date of the Contract	Contracting Party	a. Owner's Name b. Address C. Telephone No	Name of Contract	Kinds of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is: A) Manufacturer B) Supplier C) Distributor

Name and Signature of Authorized Representative
Position: _____
Name of Company: _____
Date: _____

Instructions:

1. Cut Off Date as of: (i) Up to the day before the deadline of submission of bids.
2. In the column under "Dates", indicate the dates of Delivery/End-User's Acceptance and Official Receipt No.
3. Name of Contract column, indicates the Nature/Scope of the Contract for the DOST-ICT Office to determine the relevance of the entry with the Procurement at hand.

STATEMENT OF AT SINGLE LARGEST COMPLETED CONTRACTS OF SIMILAR NATURE

This is to certify that _____ has the following completed contracts for the period CY 2010- 2015.

Date of the Contract	Contracting Party	a. Owner's Name b. Address C. Telephone No	Name of Contract	Kinds of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is: A) Manufacturer B) Supplier C) Distributor

Name and Signature of Authorized Representative
Position: _____
Name of Company: _____
Date: _____

STATEMENT OF: (i) ONGOING CONTRACTS and (ii) AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that _____ has the following ongoing and awarded but not yet started contracts for the period CY 2010- up to submission of bid.

Date of the Contract	Contracting Party	a. Owner's Name b. Address C. Telephone No.	Name of Contract	Kinds of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is: D) Manufacturer E) Supplier F) Distributor

Name and Signature of Authorized Representative

Position: _____

Name of Company: _____

Date: _____

Instructions:

1. State all on-going contracts including those awarded but not yet started (Government and Private Contracts which may be similar or not similar to the project called for bidding as of the **day before the deadline** of submission of bids.
2. If there is **NO** on-going contract including awarded but not yet started as of the abovementioned period, state none or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
4. Name of Contract column, indicates the Nature/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.

BID-SECURING DECLARATION (ANNEX "D")

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

Renewal of Subscription and Support for Various Red Hat Installation for Govmail Project (One Year)

Bid Reference No. ICTOBAC-Redhat-2015-08-010

To: **Information and Communications Technology Office**
C.P, Garcia Avenue, U.P. Diliman, Quezon City

I/We¹, 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 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"², if I/we have committed any of the following actions:
 - (i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or
 - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
3. I/We I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (i) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (ii) 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;
 - (iii)I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid³. and I/we have furnished the performance security and signed the Contract.

¹ Select one and delete the other. Adopt same instruction for similar terms throughout the document

² Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012

³ Select one and delete the other

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2015 at _____, Philippines.

(Signature)
Bidder's Representative/Authorized Signatory
(Designation)

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

Witness my hand and seal this _____day of *[month]* *[year]*

NAME OF NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Note:

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

At least one current identification documents issued by an official agency bearing the photograph and signature of the individual, such as but limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, PhilHealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, *(Name of Bidder)* (hereinafter called "the bidder") has submitted his bid dated *(Date)* for the *(Name of Contract)* (hereinafter called "the bid").

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at _____ (hereinafter called "the Bank") are bound unto ICT Office in the sum of _____ for which payment well and truly to be made to the ICT Office the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1) The bid security may be forfeited:

(a) If a bidder:

- (i) Withdraws its bid security during the period of bid validity specified in ITB Clause 17;
- (ii) Does not accept the correction of errors pursuant to ITB Clause 28.3 (b);
- (iii) Fails to submit the requirements within the prescribed period or a finding against their veracity as stated in ITB Clause 29.2;
- (iv) Submission of eligibility requirements containing false information or falsified documents;
- (v) Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (vi) Allowing the use of one's name, or using the name of another for purposes of public bidding;
- (vii) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
- (viii) Refusal or failure to post the required performance security within the prescribed time;
- (ix) Refusal to clarify or validate in writing its bid during the post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) Any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;

- (xi) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful;
- (xii) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) If the successful Bidder:

- (i) fails to sign the contract in accordance to ITB Clause 32;
- (ii) fails to furnish performance security in accordance with ITB Clause 33

We undertake to pay to the ICT Office up to the above amount upon receipt of his first written demand, without the ICT Office having to substantiate his demand, provided that in his demand the ICT Office will note that the amount claimed by him is due owing to the occurrence of one or any of the foregoing conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as the ICT Office may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

SEAL _____

WITNESS _____
Name and Signature

(Address)

PROFORMA LETTER FOR WITHDRAWAL OF DOCUMENTS

SUPPLIER'S LETTERHEAD

Date

DIR. MARIA TERESA M. GARCIA

Chairperson
ICT Office Bids and Awards Committee
C. P. Garcia Avenue, U.P. Diliman
Quezon City

Dear Sir:

This has reference to Public Bidding for _____ Name of Project _____,
Name of Company _____ respectfully requests for the following:

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

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

Thank you.

Very truly yours,

Authorized Signatory for the Company

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To : Information and Communications Technology Office (ICT Office)
C.P. Garcia Avenue, U.P. Diliman
Quezon City

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

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

WHEREAS, we have agreed to give the Service Provider such a Bank Guarantee;

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

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

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

This guarantee shall be valid until the date of the Defects of Liability Certificate.

SIGNATURE AND SEAL OF THE
GUARANTOR

NAME OF BANK
ADDRESS

DATE
