



PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF SOFTWARE-DEFINED WIDE AREA NETWORK (SDWAN) IMPLEMENTATION WITH MAINTENANCE SUPPORT SERVICE

Bid Reference No.: ITB-ITD-008-05-10-2022

Government of the Republic of the Philippines

*Approved Budget for the Contract is Two Million Pesos
Only (Php2,000,000.00)*

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

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INVITATION TO BID FOR



Procurement of Software-Defined Wide Area Network (SDWAN) Implementation with Maintenance Support Service

1. The **UCPB Savings, Inc. (UCPBS)**, through the *Approved Corporate Budget (ABC) of 2022*, intends to apply the sum of **Two Million Pesos only (Php2,000,000.00)**, *inclusive of all applicable taxes and other charges, including insurance coverage (if applicable)* for the **PROCUREMENT OF SOFTWARE-DEFINED WIDE AREA NETWORK (SDWAN) IMPLEMENTATION WITH MAINTENANCE SUPPORT SERVICE** – Project Identification Number: **ITB-ITD-008-05-10-2022**, being the ABC to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **UCPBS** now invites bids for the above Procurement Project. Delivery of the Goods is required by *30 days upon receipt of Notice to Proceed (NTP)*. Bidders should have completed, within *3 years* prior to the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **UCPB Savings, Inc. (UCPBS)** and inspect the Bidding Documents at the address given below during office hours from 8:30am to 3:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 6, 2022(Thursday) to October 14, 2022(Monday)** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php5,000.00*

Instructions to bidders on payment of bid documents:

- a. The payment for the Bid Documents shall be limited to Cash or Manager's/ Cashier's Check payable to UCPB Savings. Personal checks shall not be accepted.

- b. The Bidder is required to enclose the cover page of this Invitation to Bid (ITB) in order to properly determine which bid document, the bidder is paying for.
 - c. It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that the Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
- 6. The **UCPB Savings (UCPBS)** will hold a Pre-Bid Conference¹ on **October 11, 2022(Tuesday) at 2:30pm** via MS Teams, which shall be open to prospective bidders. Interested bidders are requested to coordinate with the BAC Secretariat for the MS Teams link.
 - 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated on or before **11:30am of October 17, 2022(Monday)**. Late bids shall not be accepted.
 - 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
 - 9. Bid opening shall be on **October 17, 2022(Monday) at 2:30pm** via MS Teams. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
 - 10. The **UCPB Savings (UCPBS)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 - 11. For further information, please refer to:

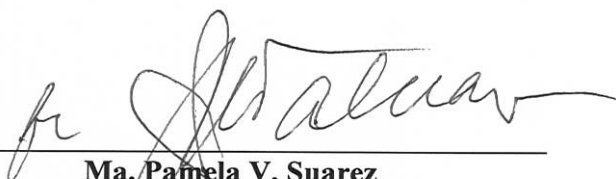
Dronnel A. Espina
BAC Secretariat
UCPB Savings, Inc.
Penthouse, UCPB Corporate Offices Building
7907 Makati Avenue, Makati City
Tel. No.: (+632) 8811-9000 local 9148
Email Address: bacsecretariat@ucpbsavings.com

- 12. You may visit the following websites:

For downloading of Bidding Documents: ***<https://www.ucpbsavings.com>***

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

[Date of Issue]



Ma. Pamela V. Suarez
BAC Chairperson



Section II. Instructions to Bidders

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1. Scope of Bid

The Procuring Entity, **UCPB Savings (UCPBS)** wishes to receive Bids for the *Software-Defined Wide Area Network (SDWAN) Implementation and Maintenance Support Service*, with identification number *ITB-ITD-008-05-10-2022*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *year 2022* in the amount of *Php2,000,000.00, inclusive of all applicable taxes and other charges, including insurance coverage if applicable.*

2.2. The source of funding is the corporate budget of UCPBS or procuring entity

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within 3 *years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for 120 days from the date of bid opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. <i>PROCUREMENT OF SOFTWARE-DEFINED WIDE AREA NETWORK (SDWAN) IMPLEMENTATION WITH MAINTENANCE SUPPORT SERVICE</i> b. The Bidder must have completed within 3 years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>New Head Office of UCPB Savings in OF Bank Center, 1000 Liwasang, Bonifacio, Intramuros, Manila.</i>
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than Php40,000.00 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php100,000.00 (5% of ABC), if bid security is in Surety Bond.
19.3	<i>One Lot – Procurement of Software-Defined Wide Area Network (SDWAN) Implementation and Maintenance Support Service</i>
20.2	In case the bidder opted to submit their Class "A" Documents as part of the eligibility documents during bid submission, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.
21.2	<i>Non-Disclosure Agreement (NDA) – form to be provided by end-user</i>

Section IV. General Conditions of Contract



1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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Special Conditions of Contract

GCC Clause	
1	<i>Additional requirements for the completion of this Contract:</i>
	1. The winning bidder must have a training certificate along with their technical engineers and including certificate of completion of the project.
	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:
	<i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered to UCPBS Head Office. In accordance with INCOTERMS.”
	<i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>UCPBS Head Office</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: Dronnel A. Espina <i>BAC Secretariat</i> UCPB Savings, Inc. <i>Penthouse, UCPB Corporate Offices Building,</i> <i>7907 Makati Avenue, Makati City</i> <i>Tel. No.: (+632) 8811-9000 local 9148</i> <i>Email Address: bacsecretariat@ucpbsavings.com</i>
	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:

	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. Spare Parts – Kindly refer to Annex A of Technical Specifications Packaging – Not applicable Insurance – Not applicable Transportation – Not applicable
	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	The terms of payment shall be as follows: One-time payment once installation and implementation successfully completed.
4	Not Applicable

USA

Section VI. Schedule of Requirements

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

Devices details:

No.	Qty	Model	Serial No.	Location
1	2	Fortigate Firewall 601E	- FG6H1ETB22900646 - FG6H1ETB22900535	Head Office Makati
2	1	Fortigate Firewall 601E	- FG6H1ETB22900906	DR Aurora
3	58	Fortigate Firewall 40F	- FGT40FTK21036559 - FGT40FTK21037345 - FGT40FTK21036779 - FGT40FTK21037077 - FGT40FTK21037313 - FGT40FTK21037069 - FGT40FTK21036384 - FGT40FTK21037445 - FGT40FTK21036409 - FGT40FTK21037544 - FGT40FTK21037316 - FGT40FTK21037440 - FGT40FTK21036713 - FGT40FTK21037512 - FGT40FTK21036855 - FGT40FTK21035906 - FGT40FTK21035905 - FGT40FTK21037299 - FGT40FTK21037026 - FGT40FTK21037475 - FGT40FTK21037344 - FGT40FTK21035747 - FGT40FTK21036825 - FGT40FTK21037113 - FGT40FTK21035734 - FGT40FTK21035606 - FGT40FTK21036828 - FGT40FTK21037010 - FGT40FTK21036705 - FGT40FTK21036487 - FGT40FTK21036510 - FGT40FTK21037545 - FGT40FTK21036745 - FGT40FTK21036202 - FGT40FTK21037327 - FGT40FTK21036570 - FGT40FTK21037431 - FGT40FTK21036422	Branches and Kalayaan Extension Office



			- FGT40FTK21036373 - FGT40FTK21037518 - FGT40FTK21036513 - FGT40FTK21036231 - FGT40FTK21035568 - FGT40FTK21037424 - FGT40FTK21036435 - FGT40FTK21036983 - FGT40FTK21036991 - FGT40FTK21036606 - FGT40FTK21036455 - FGT40FTK21036298 - FGT40FTK21036972 - FGT40FTK21037215 - FGT40FTK21036761 - FGT40FTK21037525 - FGT40FTK21037121 - FGT40FTK21036574 - FGT40FTK21036479 - FGT40FTK21037404	
4			The winning bidder must have a training certificate along with their technical engineers and including certificate of completion of the project.	



Section VII. Technical Specifications

2

WEN

Technical Specifications

Procurement of Software-Defined Wide Area Network (SDWAN) Implementation with Maintenance Support Service

Item #	TECHNICAL SPECIFICATIONS			
	General Requirements			
1	The Solution – SOFTWARE-DEFINED WIDE AREA NETWORK (SD-WAN) IMPLEMENTATION WITH MAINTENANCE SUPPORT SERVICE			
2	Maintenance Coverage – Twelve (12) months			
3	Covered Components – are the followings: • SD-WAN Enabling and Configurations on the existing banks firewall. • Maintenance Support • Post – Implementation - Knowledge transfer - Conduct free training for the network administrators, including support personnel.			
4	<u>Location/s of Covered Components:</u> 1. UCPB Savings Branches			
5	<u>Support Coverage</u> <table><tr><td>Support Coverage 24x7</td><td>Comprehensive 12 months maintenance and support which includes: 1. Hardware and Software Support - 24x7 support coverage during the implementation if hardware and software issues related arises. - 24x7 Service availability, call and on-site response time based on the severity level defined in Response Time Commitments 2. Connectivity Support - If connectivity issues and troubleshooting needed, Service availability, call and on-site response time based on the severity level defined in Response Time Commitments. 3. Remote Support - Technical support through electronic mail, telephone, messaging platforms and other remote access facilities authorized by UCPBS. If unable to resolve remotely, on-site support shall be done. </td></tr></table>		Support Coverage 24x7	Comprehensive 12 months maintenance and support which includes: 1. Hardware and Software Support - 24x7 support coverage during the implementation if hardware and software issues related arises. - 24x7 Service availability, call and on-site response time based on the severity level defined in Response Time Commitments 2. Connectivity Support - If connectivity issues and troubleshooting needed, Service availability, call and on-site response time based on the severity level defined in Response Time Commitments. 3. Remote Support - Technical support through electronic mail, telephone, messaging platforms and other remote access facilities authorized by UCPBS. If unable to resolve remotely, on-site support shall be done.
Support Coverage 24x7	Comprehensive 12 months maintenance and support which includes: 1. Hardware and Software Support - 24x7 support coverage during the implementation if hardware and software issues related arises. - 24x7 Service availability, call and on-site response time based on the severity level defined in Response Time Commitments 2. Connectivity Support - If connectivity issues and troubleshooting needed, Service availability, call and on-site response time based on the severity level defined in Response Time Commitments. 3. Remote Support - Technical support through electronic mail, telephone, messaging platforms and other remote access facilities authorized by UCPBS. If unable to resolve remotely, on-site support shall be done.			

	<u>Service Desk Operations</u> Supplier’s Service Desk shall be staffed with technically competent and certified support engineers. The Service Desk shall be the single point-of-contact for UCPBS for Technical Support Services. Service Desk operations shall be supported by the Supplier’s internal electronic ticketing system, along with the necessary electronic mail and telephony systems. <u>Service Management and Reporting</u> Supplier shall handle and manage UCPBS service request in accordance with workflow procedures approved by UCPBS. Quarterly reports on support requests and reported incidents shall be completed by Supplier and submitted to UCPBS. Quarterly status reports shall be discussed by the Suppliers Account Service Manager with UCPBS to ensure that UCPBS is aware of possible support issues and risks faced by UCPBS. <u>Support Level</u> Supplier shall directly provide Technical Support or facilitate resolution of support requests requiring 3rd party Supplier(s), including the Manufacturers-Principals, who developed and who have intellectual property rights over the Solution. (Support levels described in Annex A)																		
5	<u>Response Time Commitment</u> Based on the assigned Severity Level (described in Annex A) of a reported incident, Supplier shall respond according to the Response Time Commitments below: <table><tr><th>Severity Level</th><th>Maximum Response Time</th><th>Maximum Time Until Onsite</th></tr><tr><td>1</td><td>30 Minutes</td><td>2 Hours</td></tr><tr><td>2</td><td>1 Hour</td><td>2 Hours</td></tr><tr><td>3</td><td>2 Hours</td><td>1 Day</td></tr><tr><td>4</td><td>4 Hours</td><td>2 Days</td></tr><tr><td>5</td><td>1 Day</td><td>Not Applicable</td></tr></table> <u>Preventive Maintenance</u> - Quarterly preventive maintenance (Health and Connectivity Checks)	Severity Level	Maximum Response Time	Maximum Time Until Onsite	1	30 Minutes	2 Hours	2	1 Hour	2 Hours	3	2 Hours	1 Day	4	4 Hours	2 Days	5	1 Day	Not Applicable
Severity Level	Maximum Response Time	Maximum Time Until Onsite																	
1	30 Minutes	2 Hours																	
2	1 Hour	2 Hours																	
3	2 Hours	1 Day																	
4	4 Hours	2 Days																	
5	1 Day	Not Applicable																	

	<u>Incidental Services</u> 1. Supplier shall provide health check report conducted by the principal, at least twice (2x) over the year period. The said checks will also require validation by UCPBS IT Security Unit. - Upon turn-over - Sixth (6th) month after turnover 2. Retooling and reorientation of the Information Security Administration organization on the used and administration of the technology/Solution.
6	<u>Supplier's Qualifications</u> 1. Certified true copy of certification issued by the manufacturer-principal that the Supplier is a Tier-1 (Gold or Platinum) partner of the manufacturer-principal. 2. Certified true copy of certification issued by the manufacturer-principal that the Supplier is Authorized to sell, maintain and support the Solution 3. Notarized attestation by the Supplier that they are able to provide local services and support 4. Notarized attestation by Supplier or certificate issued by Principal that it has at least two (2) Manufacturer/Principal-certified Technical Support Engineers with expertise in the Solution 5. Certified true copy of the Company IDs and Original Certificate of employment of Manufacturer/Principal-certified Technical Support Engineers are locally employed by the Supplier 6. List of Similar Ongoing and Completed Projects similar in scope and at least 50% of the cost of the Project under consideration including names and contact information of the projects' proponents. 7. Certificate of Satisfactory Performance issued by the UCPBS end-user department for the following: - Most recent completed UCPBS project or contract - All ongoing UCPBS projects Item 7 is applicable only for those who are previous or current Supplier of UCPBS Note: The Bidder must attach copies of the above documents to its Statement of Compliance to the Technical Specifications as part of the Bidder's Class "A" Eligibility Documents when it submits bid for this project.

ANNEX A

SERVICE DESCRIPTION

This section describes other details of the Support Services components

A. Service Definition

The IT services to be rendered by Supplier to UCPBS shall be Technical Support Services defined as:

- Any task or activity done by Supplier through electronic mail, telephone, messaging platforms (e.g. viber, Whatsapp) or on-site presence, for the purpose of providing technical support or assistance to UCPBS to troubleshoot, configure, update, secure, check the performance of the Solution and ensure that all features are running and enabled.
- Technical support and/or assistance shall include that provision of analysis and recommendations, and the performance or fulfillment of the recommendation/s.

B. Support Levels

Technical Support to be directly provided by Supplier:

- Level 1 Technical Support – First-line support involving the tasks of problem identification, understanding UCPBS expectations, initial problem diagnosis, and basis technical troubleshooting based on Supplier's knowledgebase of known problems and resolutions.
- Level 2 Technical Support – Advanced support involving the tasks of complex problem identification, in-depth problem diagnosis, and advanced technical troubleshooting. In some cases, if necessary, reproduction of the problem by Supplier, in coordination with UCPBS, is necessary to arrive at a solution.

Supplier to facilitate resolution of support requests requiring 3rd party Supplier(s), including the Manufacturers-Principals, who developed and who have intellectual property rights over the Solution for the following:

- Level 3 Technical Support – Support of this nature will require the involvement of the 3rd party Supplier to conduct research and development to a new and/or unknown issue. Such issues shall require solutions such as a bug fix, error correction, custom engineering, or interim patch or fix for the Solution to operate as required by UCPBS, which only 3rd party Supplier may provide.
- Level 4 Technical Support – Support of this nature will involve the 3rd party Supplier's integration of the resolution to the Solution as an official patch, feature or capability.

Regardless of Support Level, UCPBS concerns, incidents, and queries may be referred to by the Supplier the 3rd party Supplier from whom the supported Solution originated without any additional cost to UCPBS.

C. Severity Levels

To facilitate the rendering of Technical Support Services, UCPBS shall classify service calls according to the Severity Levels below:

Level	Severity Description
1	Failure which causes a major impact to UCPBS business. Covered Solution or System is not operational. Some examples of Severity 1 calls include: 3. System hang (unable to save work in progress); 4. System functionality failure causes data losses or system unusable; 5. Functionality failure renders system ineffective; 6. System down.
2	Failure causing severe degradation to UCPBS business. Covered Solution or System is not operating with full capability but is still operational. Some examples of Severity 2 calls include: 7. Impaired or broken functionality with significant impact to applications; 8. Frequent application failure, but no data loss; 9. Serious but predictable management system failure; 10. Significant system performance degradation.
3	Degradation of machine performance causing inconvenience to the business. Covered Solution or System is up and running with limited or no significant impacts. Some examples of Severity 3 calls include: 11. Bugs which cause limited or no direct impact to performance and functionality; 12. Request to replace a bug work-around; 13. Limited impact defective functionality; 14. System performance support questions and issues.
4	A minor event causing little or no impact to UCPBS business. Some examples of Severity 4 calls include: 15. Scheduled activities agreed with UCPBS; 16. Methods of Procedures (MOP).
5	The call is undergoing monitoring, but no further action is required. Some examples of Severity 5 calls include: 17. Requests for status updates on action taken/plans; 18. Monitoring Reports/ Feedback on action steps taken.

D. Response Time

Response time is defined as the time from when a service call is first placed with the Supplier by UCPBS until the Supplier responds to the support request. The response may come in the form of electronic mail, telephone or messaging platforms.

Time until on-site is defined as the time it takes for a Technical Support Engineer to arrive at UCPBS site after UCPBS and Supplier agree that it is necessary for onsite support to be provided by Supplier to resolve the service request.

GENERAL TERMS AND CONDITIONS

A. Terms

19. The request(s) for payment shall be made to UCPBS in writing, accompanied by an invoice describing, as appropriate, the output/report delivered and/or services performed, and by submission of other required documents and obligations stipulated in this contract.
20. All payments shall be VAT-inclusive and subject to 2% expanded withholding tax and 5% Final VAT (if supplier is VAT-registered with BIR).
21. Since the payment/s shall be subject to the usual government accounting and auditing requirements, the Supplier is expected to be familiar with the Government Accounting and Auditing Manual (GAAM).
22. Retention Payment.

A retention payment of one (1) percent shall be withheld by UCPBS. It shall be based on the total amount due to the Supplier prior to any deduction and shall be retained from every progress payment.

The total 'retention money' shall be due for release upon approval/ acceptance of the Final Report. The Supplier may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees, or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to UCPBS provided that the Project is on schedule and is satisfactorily undertaken. Otherwise, the one (1) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of UCPBS shall be valid for the duration of the contract.

B. Warranties

Warranty on Parts

The Supplier warrants that the replacement part as specified under Technical Specifications Section 5 (Support Coverage) will be free from defects in material or workmanship for a period of three (3) months from the date the part was installed on the covered component detailed in Technical Specifications Section 3 (Covered Components).

Warranty on Services

The Supplier warrants that the activities included in the Solution will be executed using the degree of skill and care required by customarily accepted good professional and technical practices. If the services provided did not conform to the terms and conditions specified under this TOR, the Supplier shall re-perform such services at no additional cost to the Bank.

C. Incidental Services (Indicate, if any)

23. Incidental Services, if any, shall be as described in Technical Specs.

24. Such incidental services may include the following: Project/ Solution documentation, knowledge transfer (trainings), systems and tools to facilitate monitoring of Project/Solution tasks, trouble tickets, incident reports, and inventory.

D. Termination

UCPBS may, subject to five (5) days' advance notice, terminate the contract with the Supplier or cancel the purchase order (PO) it issued to the Supplier, on any of the following grounds:

1. Misrepresentation by the selected supplier of any matter which UCPBS deems material, or
2. Failure by the selected supplier to deliver the goods and services to the satisfaction of UCPBS on the Delivery Schedule.

Notwithstanding any provision in the General and Special Conditions of Contract, UCPBS may pre-terminate this Contract subject to a notice to the Supplier within thirty (30) days prior to the effective date of pre-termination.

E. Liquidated Damages

When the supplier fails to satisfactorily deliver goods and/or services under this Terms of Reference (TOR) within the specified delivery schedule, inclusive of duly granted time extension, if any, the supplier shall be liable for damages in an amount equal to one-tenth (1/10) of one percent (1%) of the contract price for delivery for every day of delay until such goods are finally delivered and accepted by UCPBS. Such amount shall be deducted from any money due or which may become due to the Supplier.

If UCPBS opts to terminate the contract or cancel the PO, the Supplier shall be liable to pay UCPBS liquidated damages in an amount computed, as follows:

- (a) In case of misrepresentation, one-tenth (1/10) of one percent (1%) of the contract price per day starting from the date of UCPBS discovery of the misrepresentation until the effective date of termination of the contract or cancellation of the PO, and/or

(b) In case of delay in the delivery of the goods and/or services to the satisfaction of UCPBS, one-tenth (1/10) of one percent (1%) of the contract price per day starting from the Delivery schedule until the effective date of termination of the contract or cancellation of the PO.

In case the selected supplier is guilty of both misrepresentation and delay, the liquidated damages shall be computed using the formula of either (a) or (b), whichever is higher.

The Supplier shall pay UCPBS the liquidated damages under this Section within five (5) days from the effective date of the termination of the contract or cancellation of the PO without need of demand.

F. No Employer-Employee Relationship

Nothing in this TOR shall be construed as constituting an employer and employee relationship between UCPBS and the selected supplier, his/her/its employees and/or representatives.

G. Confidentiality of Information

The selected supplier shall observe the provisions of Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, in the performance of its obligations under this TOR.

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

[Handwritten signature]
[Handwritten initials]

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
- Or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
- And
- ☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
- And
- ☐ (d) Tax clearance per E.O. No.398, s, 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (n) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

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

Section IX. Bidding Forms

for
BID
2

Bid Form# ____ Bid Form

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Bid Form# _____ Contract Agreement Form

CONTRACT AGREEMENT

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

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly *[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 in specified currency]* (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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a) The Supplier' Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - b) Schedule of Requirements;
 - c) Technical Specifications;
 - d) General Conditions of Contract;
 - e) Special Conditions of Contract;
 - f) Performance Security; and
 - g) Entity's Notice of Award.

- h) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the payments to be made by the Entity to the Supplier as hereafter mentioned, the Supplier hereby covenants with 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 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.
 5. Notwithstanding any provision in the General and Special Conditions of Contract, the UCPBS may pre-terminate this Contract subject to a notice to the Supplier within thirty (30) days prior to the effective date of pre-termination.
 6. UCPBS shall have the right to assign its rights and liabilities under this Contract subject only to a notice to the Supplier.

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 and delivered by _____ the _____ (for the Entity)

Signed, sealed and delivered by _____ the _____ (for the Contractor)

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

Bid Form# ____ Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

- [If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Bid Form# _____ Secretary's Certificate

I, _____, a duly elected and qualified Corporate Secretary of [Name of Bidder], a corporation duly organized and existing under and by virtue of the law of the PHILIPPINES, DO HERBY CERTIFY that:

I am familiar with the facts herein certified and duly authorized to certify the same:

At the meeting of the Board of Directors of the Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and rare in full force and effect on the date hereof

"RESOLVED, that (Name of Bidder), as it hereby is/are, authorized to participate in the bidding of (Name of the Project), and that if awarded the project shall enter into a contract with the UCPB Savings, Inc.; and in connection therewith hereby appoint (Name of Representative/s), acting as duly authorized and designated representatives of [Name of Bidder], is/are granted full power and authority to do effectively as the (Designation of the Representative/s) might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

Name of Representatives	Designation	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

RESOLVED FURTHER THAT, the [Name of Bidder] hereby authorizes its representative/s to:

1. Execute a waiver of jurisdiction whereby the [Name of Bidder] hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
2. Execute a waiver that the [Name of Bidder] shall not seek and obtain writ of injunctions or prohibition or restraining order against the UCPB Savings, Inc. (UCPBS) or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

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

CORPORATE SECRETARY

SUBSCRIBED AND SWORN to before me this _____ at _____, Metro Manila, affiant exhibiting to me his respective [Government Issued ID] with expiry date on _____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022 _____

[Handwritten signature and initials]

Bid Form# ____ Bid Securing Declaration Form

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Bid Form# ____ Statement of all Ongoing Contracts

**Statement of all Ongoing Government and Private Contracts Including Contracts
Awarded but not yet Started**

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Owners Name Address Telephone nos.	Nature of Work	Bidders Role		Date Awarded Date Started Date of Completion	% Accomplishment	
			Description	%		Planned	Actual
Government							
Private							
						Total Cost	

Note: This statement will be verified during the Post Qualification Stage through any of the following evidence not limited to:

- Notice of Award and/or Contract/ Purchase Order
- Official Receipt/ Sales Invoice
- Notice to Proceed issued by the owner
- Certificate of Accomplishment signed by the owner or authorized representative
- Verification with the clients

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date

Bid Form# _____ Statement of Single Largest Completed Contract

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that _(Company)_____ has following completed contracts for the period of CY 2019 – 2022

Date of the Contract	Contracting Party	Name of Contract	Amount of Contract	Date of Delivery/ End-User's Acceptance	Date of Official Receipt

Note: This statement will be verified during the Post Qualification Stage through any of the following evidence not limited to:

Notice of Award and/or Contract/ Purchase Order

Official Receipt/ Sales Invoice

Notice to Proceed issued by the owner

Certificate of Accomplishment signed by the owner or authorized representative

Verification with the clients

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date

Bid Form# _____ Net Financial Contracting Capacity Statement

NET FINANCIAL CONTRACTING CAPACITY (NFCC) STATEMENT

Summary of the bidder assets and liabilities on the basis of the income tax return and audited financial statement stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collection agent, for the immediately preceding year. The computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-total	
Multiplied by 15	
Sub-total	
Minus: Value of outstanding contracts	
NCCF	

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date

Bid Form# _____ Section VI. Schedule of Requirements

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

Existing:

No.	Qty	Model	Serial No.	Location
1	2	Fortigate Firewall 601E	- FG6H1ETB22900646 - FG6H1ETB22900535	Head Office Makati
2	1	Fortigate Firewall 601E	- FG6H1ETB22900906	DR Aurora
3	58	Fortigate Firewall 40F	- FGT40FTK21036559 - FGT40FTK21037345 - FGT40FTK21036779 - FGT40FTK21037077 - FGT40FTK21037313 - FGT40FTK21037069 - FGT40FTK21036384 - FGT40FTK21037445 - FGT40FTK21036409 - FGT40FTK21037544 - FGT40FTK21037316 - FGT40FTK21037440 - FGT40FTK21036713 - FGT40FTK21037512 - FGT40FTK21036855 - FGT40FTK21035906 - FGT40FTK21035905 - FGT40FTK21037299 - FGT40FTK21037026 - FGT40FTK21037475 - FGT40FTK21037344 - FGT40FTK21035747 - FGT40FTK21036825 - FGT40FTK21037113 - FGT40FTK21035734 - FGT40FTK21035606 - FGT40FTK21036828 - FGT40FTK21037010 - FGT40FTK21036705 - FGT40FTK21036487 - FGT40FTK21036510 - FGT40FTK21037545 - FGT40FTK21036745 - FGT40FTK21036202 - FGT40FTK21037327 - FGT40FTK21036570 - FGT40FTK21037431 - FGT40FTK21036422 - FGT40FTK21036373 - FGT40FTK21037518 - FGT40FTK21036513	Branches and Kalayaan Extension Office

Handwritten signature and initials

			- FGT40FTK21036231 - FGT40FTK21035568 - FGT40FTK21037424 - FGT40FTK21036435 - FGT40FTK21036983 - FGT40FTK21036991 - FGT40FTK21036606 - FGT40FTK21036455 - FGT40FTK21036298 - FGT40FTK21036972 - FGT40FTK21037215 - FGT40FTK21036761 - FGT40FTK21037525 - FGT40FTK21037121 - FGT40FTK21036574 - FGT40FTK21036479 - FGT40FTK21037404	
--	--	--	--	--

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

INSTRUCTIONS:

The bidder must state in the last column opposite each parameter and required specifications either "Comply" or "Not Comply". All pages shall be properly signed. Bidders must state here either "Comply" or "Not Comply" against each individual parameters of each requirements. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance of the supporting evidence that is found to be false either during Bid Evaluation, post evaluation, 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 Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

Technical Specifications

***PROCUREMENT OF SOFTWARE-DEFINED WIDE AREA NETWORK (SDWAN)
IMPLEMENTATION WITH MAINTENANCE SUPPORT SERVICE***

Item #	TECHNICAL SPECIFICATIONS
	General Requirements
1	The Solution – SOFTWARE-DEFINED WIDE AREA NETWORK (SD-WAN) IMPLEMENTATION WITH MAINTENANCE SUPPORT SERVICE
2	Maintenance Coverage – Twelve (12) months
3	Covered Components – are the followings: • S D-WAN Enabling and Configurations on the existing banks firewall. • Maintenance Support • Post – Implementation - Knowledge transfer - Conduct free training for the network administrators, including support personnel.
4	<u>Location/s of Covered Components:</u> 2. UCPB Savings Branches

5	<u>Support Coverage</u> <table border="1"> <tr> <td data-bbox="389 255 617 904">Support Coverage 24x7</td><td data-bbox="617 255 1383 904"> Comprehensive 12 months maintenance and support which includes: 25. Hardware and Software Support - 24x7 support coverage during the implementation if hardware and software issues related arises. - 24x7 Service availability, call and on-site response time based on the severity level defined in Response Time Commitments 26. Connectivity Support - If connectivity issues and troubleshooting needed, Service availability, call and on-site response time based on the severity level defined in Response Time Commitments. 27. Remote Support - Technical support through electronic mail, telephone, messaging platforms and other remote access facilities authorized by UCPBS. If unable to resolve remotely, on-site support shall be done. </td></tr> </table> <u>Service Desk Operations</u> Supplier's Service Desk shall be staffed with technically competent and certified support engineers. The Service Desk shall be the single point-of-contact for UCPBS for Technical Support Services. Service Desk operations shall be supported by the Supplier's internal electronic ticketing system, along with the necessary electronic mail and telephony systems. <u>Service Management and Reporting</u> Supplier shall handle and manage UCPBS service request in accordance with workflow procedures approved by UCPBS. Quarterly reports on support requests and reported incidents shall be completed by Supplier and submitted to UCPBS. Quarterly status reports shall be discussed by the Suppliers Account Service Manager with UCPBS to ensure that UCPBS is aware of possible support issues and risks faced by UCPBS. <u>Support Level</u> Supplier shall directly provide Technical Support or facilitate resolution of support requests requiring 3rd party Supplier(s), including the Manufacturers-Principals, who developed and who have intellectual property rights over the Solution. (Support levels described in Annex A)	Support Coverage 24x7	Comprehensive 12 months maintenance and support which includes: 25. Hardware and Software Support - 24x7 support coverage during the implementation if hardware and software issues related arises. - 24x7 Service availability, call and on-site response time based on the severity level defined in Response Time Commitments 26. Connectivity Support - If connectivity issues and troubleshooting needed, Service availability, call and on-site response time based on the severity level defined in Response Time Commitments. 27. Remote Support - Technical support through electronic mail, telephone, messaging platforms and other remote access facilities authorized by UCPBS. If unable to resolve remotely, on-site support shall be done.
Support Coverage 24x7	Comprehensive 12 months maintenance and support which includes: 25. Hardware and Software Support - 24x7 support coverage during the implementation if hardware and software issues related arises. - 24x7 Service availability, call and on-site response time based on the severity level defined in Response Time Commitments 26. Connectivity Support - If connectivity issues and troubleshooting needed, Service availability, call and on-site response time based on the severity level defined in Response Time Commitments. 27. Remote Support - Technical support through electronic mail, telephone, messaging platforms and other remote access facilities authorized by UCPBS. If unable to resolve remotely, on-site support shall be done.		

5	<u>Response Time Commitment</u> Based on the assigned Severity Level (described in Annex A) of a reported incident, Supplier shall respond according to the Response Time Commitments below: <table><tr><th>Severity Level</th><th>Maximum Response Time</th><th>Maximum Time Until Onsite</th></tr><tr><td>1</td><td>30 Minutes</td><td>2 Hours</td></tr><tr><td>2</td><td>1 Hour</td><td>2 Hours</td></tr><tr><td>3</td><td>2 Hours</td><td>1 Day</td></tr><tr><td>4</td><td>4 Hours</td><td>2 Days</td></tr><tr><td>5</td><td>1 Day</td><td>Not Applicable</td></tr></table>	Severity Level	Maximum Response Time	Maximum Time Until Onsite	1	30 Minutes	2 Hours	2	1 Hour	2 Hours	3	2 Hours	1 Day	4	4 Hours	2 Days	5	1 Day	Not Applicable
Severity Level	Maximum Response Time	Maximum Time Until Onsite																	
1	30 Minutes	2 Hours																	
2	1 Hour	2 Hours																	
3	2 Hours	1 Day																	
4	4 Hours	2 Days																	
5	1 Day	Not Applicable																	
	<u>Preventive Maintenance</u> - Quarterly preventive maintenance (Health and Connectivity Checks)																		
	<u>Incidental Services</u> 1. Supplier shall provide health check report conducted by the principal, at least twice (2x) over the year period. The said checks will also require validation by UCPBS IT Security Unit. - Upon turn-over - Sixth (6th) month after turnover 2. Retooling and reorientation of the Information Security Administration organization on the used and administration of the technology/Solution.																		
6	<u>Supplier's Qualifications</u> 1. Certified true copy of certification issued by the manufacturer-principal that the Supplier is a Tier-1 (Gold or Platinum) partner of the manufacturer-principal. 2. Certified true copy of certification issued by the manufacturer-principal that the Supplier is Authorized to sell, maintain and support the Solution 3. Notarized attestation by the Supplier that they are able to provide local services and support 4. Notarized attestation by Supplier or certificate issued by Principal that it has at least two (2) Manufacturer/Principal-certified Technical Support Engineers with expertise in the Solution 5. Certified true copy of the Company IDs and Original Certificate of employment of Manufacturer/Principal-certified Technical Support Engineers are locally employed by the Supplier 6. List of Similar Ongoing and Completed Projects similar in scope and at least 50% of the cost of the Project under consideration including names and contact information of the projects' proponents. 7. Certificate of Satisfactory Performance issued by the UCPBS end-user department for the following: - Most recent completed UCPBS project or contract																		



- All ongoing UCPBS projects

Item 7 is applicable only for those who are previous or current Supplier of UCPBS

Note: The Bidder must attach copies of the above documents to its Statement of Compliance to the Technical Specifications as part of the Bidder's Class "A" Eligibility Documents when it submits bid for this project.

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date



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