PHILIPPINE BIDDING DOCUMENTS

Supply, Delivery, Installation and Configuration of Data Warehouse Solution

Government of the Republic of the Philippines

Bidding No. 25-023
04 July 2025

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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.

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Section I. Invitation to Bid

Supply, Delivery, Installation and Configuration of Data Warehouse Solution

1. The Department of Trade and Industry, through the General Appropriation Act for CY 2025 and/or continuing appropriations intends to apply the sum of **Thirty Million Pesos (PhP30,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract **Supply, Delivery, Installation and Configuration of Data Warehouse Solution (Bidding No. 25-023).** Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Department of Trade and Industry now invites bids for the **Supply, Delivery, Installation and Configuration of Data Warehouse Solution (Bidding No. 25-023).** The Goods/Services must be delivered and completed within **Six (6) months upon receipt of Notice to Proceed.** Bidders should have completed, within **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 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 Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

   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 the Department of Trade and Industry and inspect the Bidding Documents at the address given below during office hours from 8 AM to 5 PM, Monday to Friday.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **07 July 2025** from the given address and website(s) below and upon payment of the following applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of **Twenty-Five Thousand Pesos (PhP25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or via electronic mail.

6. The Department of Trade and Industry will hold a Pre-Bid Conference on **14 July 2025, 9:30 AM** through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Zoom Meeting link is contained in Section III (Bid Data Sheet).

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before **9 AM of 28 July 2025.** 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 **28 July 2025, 9:30 AM** at the HRAS Conference Room, Filinvest Building, 387 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Zoom Meeting link is contained in Section III (Bid Data Sheet). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The bidders may submit their bids in any of the following form:
    10.1. Physical submission of the documents on the address stated below; or
    10.2. Electronic submission of bids with the following guidelines:
        10.2.1. The Bidder shall submit three (3) set of files of the same documents in PDF format, NOT EDITABLE, with different individual passwords before the set deadline. The Encryption Key and Password shall be submitted during the opening of the bids of the concerned bidder.
        10.2.2. The Bidder shall have full responsibility on securing the files submitted are not corrupted. The DTI-BAC shall have three (3) attempts to open the submitted files.
        - If the first file was successfully opened, the two (2) remaining files shall be disregarded.
        - If the first file was corrupted, the DTI-BAC shall open the second file. If the second file was successfully opened, the first and third file shall be disregarded.
        - If the first and second file were corrupted, the third file shall be opened.
        - If the third file was corrupted, the bidder shall be automatically disqualified.

11. The Department of Trade and Industry 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 Section 70 of the IRR of RA No. 12009, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

Mary Ann D. Yulas
Divison Chief, Procurement Management Division
Human Resource and Administrative Service
Department of Trade and Industry
9/F, Filinvest Building
387 Sen. Gil Puyat Avenue, Makati City
Tel. No: +63 (2) 7791-3200/3201

Email: **MaryAnnYulas@dti.gov.ph**
Website: **www.dti.gov.ph**

13. You may visit the following websites:

For downloading of Bidding Documents:
https://notices.philgeps.gov.ph/
https://www.dti.gov.ph/good-governance-program/transparency-seal/bac-resources/

For online bid submission:

BACSecretariat@dti.gov.ph

04 July 2025

SGD.

KRISTIAN R. ABLAN
Assistant Secretary
Chairperson
DTI-Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Trade and Industry, wishes to receive Bids for the **Supply, Delivery, Installation and Configuration of Data Warehouse Solution** with identification number **25-023**.

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

2. Funding Information

a. The GOP through the source of funding as indicated below for 2025 in the amount of **Thirty Million Pesos (PhP30,000,000.00).**

b. The source of funding is NGA, the General Appropriations Act.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 12009 and its 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.

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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 IRR of RA No. 12009 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may

participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4.2 of the RA No. 12009 and its IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 52.4.1.3 of the IRR of RA No. 12009, 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:

i. 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 52.4.1 of the IRR of RA No. 12009.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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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 79.6 of the IRR of RA No. 12009.

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 60.2 of the IRR of RA No. 12009.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

2. For Goods offered from within the Procuring Entity's country:

   i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

   ii. The cost of all customs duties and sales and other taxes already paid or payable;

   iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

   iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

   i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

   ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

14. Bid Security

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

14.2. The Bid and bid security shall be valid for **one hundred twenty (120) calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 58.4 of the IRR of RA No. 12009 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 59 of the IRR of RA No. 12009.

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 79 of the IRR of RA No. 12009.

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 59.2 of the IRR of RA No. 12009.

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 52.4.1.4 of the IRR of RA No. 12009. 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 follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 52.4.1.4 of the IRR of RA No. 12009, 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

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**.

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Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: 1. **Supply, Delivery, Installation and Configuration of Data Warehouse Solution;** 2. completed within **five (5) years** prior to the deadline for the submission and receipt of bids. 3. The bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and 4. The bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.
7.1	Subcontracting is not allowed.
8	The Department of Trade and Industry will hold a Pre-Bid Conference on **14 July 2025, 9:30 AM** through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Join Zoom Meeting: https://zoom.us/j/97312073306?pwd=eVW6URo8J4gLcsuxJ5peQriYLbV4qk.1 Meeting ID: 973 1207 3306 Passcode: BAC2025
10.1	Submission of updated PhilGEPS Certificate (Platinum Membership) with updated/valid "Annex A" (Eligibility Documents) is required pursuant to **GPPB Resolution No. 15-2021, dated 14 October 2021:** https://www.gppb.gov.ph/issuances/Resolutions/GPPB%20Resolution%20No.%2015.%202021.pdf *PhilGEPS Certificate (Platinum Membership)* x x x For the purpose of updating the Certificate of Registration and Membership, **all Class "A" eligibility documents mentioned in this section supporting the veracity, authenticity and validity of the Certificate shall remain current and updated.** The failure by the prospective bidder to update its Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class "A" eligibility documents has been updated.

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 **Six Hundred Thousand Pesos (PhP600,000.00)**, 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 **One Million Five Hundred Thousand Pesos (PhP1,500,000.00)** if bid security is in Surety Bond.
15	a. Physical Submission: Each Bidder shall submit **one (1)** original and **two (2)** copies of the first and second components of its bid. b. Electronic Submission: Please refer to Section I (Invitation to Bid Clause 10).
17	Bid opening shall be on **28 July 2025, 9:30 AM** at the HRAS Conference Room, Filinvest Building, 387 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Join Zoom Meeting: https://zoom.us/j/91058151416?pwd=qYaKWJexHV24a1QXxau4Gk0KUuNgBG.1 Meeting ID: 910 5815 1416 Passcode: BAC2025
19.3	The lot*(s)* and reference is/are: **Project Title** / **Approved Budget of the Contract** **Supply, Delivery, Installation and Configuration of Data Warehouse Solution** (Bidding No. 25-023) / PhP30,000,000.00

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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. 12009 and its 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 112.1 and 112.2 of the IRR of RA No. 12009 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 Section 71.1.5 of the IRR of RA No. 12009.

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 68 of the IRR of RA No. 12009.

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

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 90.1 of the IRR of RA No. 12009.

5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

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Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *[indicate place of destination]*. 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*:* **ROLANDO T. MEDRANO, JR.** ***Director*** **Information Systems Management Service** **10F Filinvest Building,** **387 Sen. Gil Puyat Avenue,** **Makati City** **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

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	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. **Spare Parts –** The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: *Select appropriate requirements and delete the rest.* (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and (b) in the event of termination of production of the spare parts: i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*]. Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

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	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Payments shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

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Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks/Months	Statement of Compliance
1	**Supply, Delivery, Installation and Configuration of Data Warehouse Solution**	1 lot	6 months	

Conforme:

_____	_____	_____
Name & Signature of the Authorized Representative	Name of Company	Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	**Supply, Delivery, Installation and Configuration of Data Warehouse Solution** **1.0 BACKGROUND:** The Department of Trade and Industry (DTI) seeks to establish a centralized Data Warehouse to enhance data integration, transparency, and real-time economic monitoring. This initiative will consolidate data from multiple sources, providing actionable insights and supporting informed decision-making. By eliminating data silos and improving interoperability, the Integrated Data Warehouse will enhance accessibility across DTI's bureaus. Advanced analytics, AI, ML, and BI tools will enable predictive modeling, trend analysis, and real-time monitoring for proactive policy interventions. The data warehouse must be deployed **exclusively on-premise** in accordance with **DICT Circular No. 010, Series of 2020**. Section 6.2.4.2 provides exceptions for systems requiring higher levels of control, security, or performance. The DTI's warehouse processes sensitive and critical economic and trade data requiring local hosting for security, operational control, and latency. **2.0 OBJECTIVES:** The primary objective of this project is to **upgrade the existing data warehouse** to a **secure**, **scalable**, **high-performance** and **on-premise environment** that supports modern analytics and real-time decision-making. The key features include: • Support for **multi-model data handling** (relational, JSON, spatial, graph) using a single database engine • **In-memory processing** for real-time analytics • **Transparent data compression** and **automated storage optimization** • **Advanced workload management** for business-priority queries • **Parallel processing** and **high-concurrency support**	*[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*

	3.0 Scope of Work **3.1 Supply, Delivery, Installation, and Configuration** • Deploy a **distributed on-premise data warehouse** • Use columnar storage, indexing, and star schema with OLAP cubes • Must support structured, semi-structured, and unstructured data • Integrate role-based access control (RBAC) and multi-factor authentication (MFA), plus AES 256 bits and 3DES encryption • Include centralized dashboard for performance and diagnostics • Must support real-time scalability • Include native high-performance backup and disaster recovery • Provision of a disaster recovery and backup strategy plan to ensure reliable database backup and recovery, providing a strong foundation for data protection. **3.2 Systems & Database Migration** • Conduct a thorough assessment of the existing data warehouse and database. • Design the data warehouse schema and develop an Entity Relationship Diagram (ERD). • Develop a robust migration strategy, including risk management, data mapping, and testing tools. • Migrate systems and data while maintaining accuracy, consistency, and functionality. • Implement Extract, Transform, and Load (ETL) processes for data cleansing and structuring. • Validate and transform data to align with business intelligence requirements. • Optimize data transformation workflows to enhance data quality and consistency. • Conduct post-migration testing to ensure data integrity and system performance. • Provide post-migration support for issue resolution and optimization. • See “Annex B – Data Sources Requirements” of this document for the databases to be migrated. **3.3 Development of Reports & Dashboards** • Design and implement a reporting framework to support business intelligence and decision-making. • Develop interactive dashboards for real-time trade, business, and economic trends. • Implement predictive analytics for trend forecasting and anomaly detection. • Automate report generation and distribution to relevant DTI departments. • Ensure seamless integration with existing analytical tools and third-party data sources.	*not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*

- Establish user access controls to safeguard sensitive information.

3.4 Training & Documentation

- Develop and conduct comprehensive training programs for database administrators, system operators, and IT staff.
- Provide customized training on data analytics and ETL operations.
- Conduct hands-on, face-to-face training covering installation, configuration, management, and troubleshooting. The supplier shall cover all expenses related to the venue, food, and training materials necessary for the session.
- Supply training documentation, user guides, and system configuration manuals.

3.5 Technical Support

- Provide **one-year comprehensive technical support** for system issues, troubleshooting, and performance optimization
- Provide **one-year hardware/software maintenance,** commencing upon delivery

4.0 DELIVERABLES:

4.1 Itemized Breakdown

4.1.1 Software Licenses

Item Description	Quantity
Enterprise Database License (Processor Perpetual)	2 processors
ETL Tool License (Processor Perpetual)	2 processors
Business Intelligence Server License (Perpetual)	20 Named user plus
Security and Performance Optimization Pack (Processor Perpetual)	2 processors

4.1.2 Hardware

Item Description	Quantity

Data Warehouse Server (Appliance)
• Capacity: Two (2) processor with a minimum of 32 cores per processor, total of 512GB memory and 4x 480GB internal SSD
• Minimum storage capacity: 10TB of usable NVMe storage (mirroring)
• Must have the following availability features:
  ○ Redundant and hot-swappable power supplies
  ○ Hot-pluggable components such as power units, fans and storage disks
  ○ Hardware and software configuration built to protect against component failures such as disks, CPU, memory,
	1

network card, and system controller failures ○ Have integrated management and monitoring • Must be a converged database that support for multiple data types and access models including, relational, JSON, spatial and graph and allows developers to create innovative applications using a single database • Integration with existing enterprise systems and cloud environments	

4.1.3 Services

Item Description	Quantity
Installation and Configuration	1 Package
Data Migration and Cleansing	1 Lot
Report and Dashboard (Migration and Creation)	1 Lot
Annual Database Maintenance, Security, and Performance Optimization Support	1 Lot

4.1.4 Training

Training Description	No. of Participants
Database Administration Workshop	5
ETL Operations and Maintenance	5
Business Intelligence and Reporting	6

5.0 VENDOR QUALIFICATION REQUIREMENTS

- Extensive experience in data warehousing and database implementation.
- Expertise in Business Intelligence (BI) and ETL tools.
- Certified professionals in database administration.
- Experience in deploying large-scale enterprise solutions.
- Must be an **authorized/certified reseller/partner** of the software/product to be provided. The bidder must **submit Certification or Proof of Authority from the Principal** showing that the bidder is authorized to supply/deliver the offered software/product, and to provide technical support services thereof.

6.0 IMPLEMENTATION TIMELINE

Phase	Duration
• Software Delivery	15 days upon NTP
• Hardware Delivery	2-3 Months upon NTP
• System Installation, Configuration (HW/SW)	15 days upon hardware delivery

• ETL Tool Implementation and Workflow Setup • Data Migration (Extract, Load, Transform) and Data Cleaning	2 months upon HW installation & Configuration
• Migration and Creation of Report and Dashboard	2 months upon Data Cleaning
• Training Sessions and System Testing • Final Data Validation, and Project Turnover	2 months upon migration and creation of report and dashboard
• One (1) year Maintenance Support	Upon full system acceptance

7.0 BUDGET AND PAYMENT TERMS

Total budget: PhP30,000,000.00
Payment terms:

- 40% upon data warehouse software delivery
- 25% upon delivery, installation and configuration of DW Infrastructure and software
- 15% upon data migration (Extraction, Transform, Loading, Cleansing)
- 10% upon migration and creation of reports and dashboards, and conduct of training sessions, system testing and data validation
- 10% upon full system acceptance and project turnover (Retention)

8.0 SECURITY AND COMPLIANCE

The project will adhere to DTI's data privacy and cybersecurity protocols, with periodic audits and compliance checks.

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<u>Annex A - Technical Requirement:</u>

1. **Data Warehouse Infrastructure**
   - Capacity: Two (2) processor with a minimum of 32 cores per processor, total of 512GB memory and 4x 480GB internal SSD
   - Minimum storage capacity: 10TB of usable NVMe storage (mirroring)
   - Must have the following availability features:
     - ✓ Redundant and hot-swappable power supplies
     - ✓ Hot-pluggable components such as power units, fans and storage disks
     - ✓ Hardware and software configuration built to protect against component failures such as disks, CPU, memory, network card, and system controller failures
     - ✓ Have integrated management and monitoring
   - Must be a converged database that support for multiple data types and access models including, relational, JSON, spatial and graph and allows developers to create innovative applications using a single database
   - Integration with existing enterprise systems and cloud environments.

2. **ETL Tool Specifications**

- Must support real-time and batch ETL processing.
- Capable of integrating with multiple data sources and formats.
- Automated error-handling and scheduling features.
- Must include data validation, transformation, and cleansing functionalities.
- Supports scheduling, monitoring, and error-handling capabilities.
- Seamless integration with the data warehouse and BI tools.
- Advance data transformation and integration capabilities.

3. Business Intelligence & Reporting

- Interactive self-service dashboard and reporting creation.
- Advanced data visualization, predictive analytics and machine learning integration capabilities.
- Drill-down and drill-through and ad hoc reporting functionalities.
- Ability to generate reports in multiple formats (PDF, Excel, CSV).
- Role-based access control for report generation.

4. Security & Compliance

- Role-based access control (RBAC) for data governance.
- End-to-end encryption of data security.
- Audit logging and monitoring.
- Compliance with data governance standards.
- Comprehensive audit logging and compliance tracking.
- Integration with single sign-on (SSO) and identity management solution

5. Performance & Scalability

- Support for high-concurrency workloads and parallel processing.
- Partitioning and compression for optimized performance.
- Automatic workload balancing and query optimization.
- Supports horizontal and vertical scaling.

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<u>Annex B: Data Sources Requirements</u>

1. E-Commerce Bureau - Online Business Database
   - Aggregate online registration data to improve access and analyze online business registration trends and demographics.

2. Export Marketing Bureau - Tradeline (Exports/Imports)
   - Integrate export and import trade data to capture and analyze market trends, performance, and economic impact.
   - Provide insights into trade volumes, key trading partners, and product categories to understand the Philippine trade landscape.
   - Enable real-time data access to monitor trade shifts and inform market strategies

3. Bureau of Import Services - IS Facilitation (Export Transaction Values)
   - Centralize data on export transaction values to offer insights into the volume and value of exports
   - Analyze export data by product, market, and trade agreements for competitive assessments
   - Generate reports on export trends, sector performance, and key drivers to support trade policy formulation

4. Bureau of Import Services - Import (Data Dissemination)

	• Centralize import data into the data warehouse to improve stakeholder access to accurate, up-to-date trade statistics • Facilitate seamless dissemination of import data to policymakers, researchers, and businesses for informed decision-making • Create data models that aggregate and categorize import data for easier consumption and analysis **5.** Bureau of Import Services - Import Surge Monitoring • Develop advanced analytics to identify, track, and predict import surges in real time • Implement algorithms to trigger alerts when abnormal import activities occur, allowing for timely responses and policy interventions • Enable comprehensive trend analysis to assess the impact of import surges on local markets and industries **6.** Bureau of Import Services - Export Transaction Value (ETV) • Centralize export transaction values to provide insights into the volume and value of exports • Analyze export data by product, market, and trade agreements to assess export competitiveness • Generate reports on export trends, performance by sector, and key export drivers to support trade policy formulation **7.** Bureau of Policy Research and Innovation – Statistical Indicators • Integrate statistical data from the Bureau of Policy Research for use in economic and policy analysis • Enable the generation of key economic indicators such as GDP contributions, inflation rates, and sector-specific performance • Facilitate longitudinal analysis of statistical trends to support policy research, forecasting, and planning **8.** Business Name Registration Division - Business Name Registration System (BNRS) • Aggregate business registration data, focusing on MSMEs, to identify trends and market developments • Analyze new business registrations, industry distribution, and geographical spread of businesses • Provide insights into MSME performance to support DTI's programs for MSME development, access to finance, and market expansion **9.** Consumer Protection and Advocacy Bureau - Price Monitoring System (e-Presyo) • Integrate data from the e-Presyo system to monitor and analyze price trends of basic commodities and prime goods • Facilitate real-time price comparison across various geographic regions and stores • Provide valuable insights into inflationary trends, pricing stability, and consumer purchasing power, contributing to policy-making and market regulation **10.** Bureau of Small and Medium Enterprise Development - MSME Client Profile Management System (CPMS) • Centralize MSME profile and performance data for deeper insights into MSME characteristics, challenges, and growth opportunities • Support DTI's targeted MSME development efforts by identifying sectors with high growth potential and areas requiring intervention	

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	• Facilitate customized MSME support programs by integrating business data with performance metrics such as sales, employment, and export activities	

Conforme:

_____	_____	_____
Name & Signature of the Authorized Representative	Name of Company	Date

Section VIII. Checklist of Technical and Financial Documents

✕ / ✓	A.	TECHNICAL COMPONENT ENVELOPE
		Eligibility Documents
	1.	PhilGEPS Certificate of Registration and Membership under Platinum category with the updated/valid of Eligibility Documents under its Annex "A" pursuant to GPPB Resolution No. 15-2021, dated 14 October 2021.
	2.	Statement of all on-going government and private contracts, including contracts awarded but not yet started. *(Annex A)*
	3.	Statement of the Bidder's Single Largest Completed Contract similar to the contract to be bid, within the relevant period as provided in the Bidding Documents. *(Annex B)*
		Technical Documents
	1.	Bid security in the following prescribed form, amount and validity period:
		a. Cash or cashier's/manager's check issued by a universal or commercial bank, bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank = Two percent (2%) of the ABC; or
		b. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such surety = Five percent (5%) of the ABC. Certification by Insurance Commission should be attached to the surety bond; or
		c. Bid Securing Declaration. *(Annex C)*
	2.	Conformity with Schedule of Requirements, as enumerated in *Section VI* of the Bidding Documents.
	3.	Conformity with Technical Specifications, as enumerated in *Section VII* of the Bidding Documents.
	4.	Omnibus Sworn Statement executed by the bidder or its duly authorized representative. *(Annex D)*
	5.	Secretary's Certificate for Corporation; or Special Power of Attorney for Sole Proprietorship
	6.	Prospective bidder's computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to or greater than the ABC; or Committed Line of Credit, which must be at least equal to ten (10%) of the ABC of the contract to bid, in lieu of the NFCC.
	7.	Joint Venture Agreement, if applicable.
	8.	Bid Bulletin/s, if any.
	B.	**FINANCIAL COMPONENT ENVELOPE**
	1.	Bid Form *(Annex E)*
	2.	Price Schedule *(Annex F-1 or F-2)*

Disclaimer: *The CHECKLIST only serves as a guide in the preparation of the bidding documents/requirements. In case of discrepancy between the requirements indicated in the BIDDING DOCUMENT and the CHECKLIST, the BIDDING DOCUMENT shall prevail.*

ANNEX A

Statement of Ongoing Contract/s

This is to certify that _____ (Name of Company) _____ has the following ongoing contract/s:

Name of Contract	**Date of Contract**	**Contract Duration**	**Owner's Name and Address**	**Kind of Goods**	**Amount of contract and value of outstanding contracts**	**Date of Delivery**	**End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements** *(if applicable)*

_____	_____	_____
Name of Company/Bidder	Signature over printed Name of Authorized Representative	Date

ANNEX B

Statement of Single Largest Contract

This is to certify that _____ (Name of Company) _____ has the following completed contract/s for the period CY _____.

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements

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_____	_____	_____
Name of Company/Bidder	Signature over printed Name of Authorized Representative	Date

ANNEX C

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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 54.2 (c), 63.2, 69.1 and 92, of the IRR of RA No. 12009; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
   b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
   c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

SUBSCRIBED AND SWORN to before me this ___ day of _____ 2025 at _____, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules in Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibit to me his/her _____ with his/her photograph and signature appearing thereon, with no. _____ issued by _____.

Witness my hand and seal this ____ day of _____ 2025.

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Series of _____

ANNEX D

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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:

   a. Carefully examining all of the Bidding Documents;
   b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
   c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
   d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[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 ___, 2025 at _____, Philippines.

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

SUBSCRIBED AND SWORN to before me this ___ day of _____ 2025 at _____, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules in Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibit to me his/her _____ with his/her photograph and signature appearing thereon, with no. _____ issued by _____.

Witness my hand and seal this ____ day of _____ 2025.

NOTARY PUBLIC

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Book No.: _____
Series of _____

ANNEX E

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

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 agentCurrencyCommission 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: _____

ANNEX F-1

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No._____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Monthly Cost	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1								

Name: _____

Legal Capacity: _____

Signature: _____

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

ANNEX F-2

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No._____ Page ___of___

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Contract Agreement Form for the Procurement of Goods (Revised)

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 Implementing Rules and Regulations of Republic Act No. 12009 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

   i. Philippine Bidding Documents (PBDs);
      i. Schedule of Requirements;
      ii. Technical Specifications;
      iii. General and Special Conditions of Contract; and
      iv. Supplemental or Bid Bulletins, if any

   ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

   Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

   iii. Performance Security;

   iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

   v. 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 sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

[Insert Name and Signature]	*[Insert Name and Signature]*
[Insert Signatory's Legal Capacity]	*[Insert Signatory's Legal Capacity]*
for:	*for:*
[Insert Procuring Entity]	*[Insert Name of Supplier]*

Acknowledgment

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

dti
PHILIPPINES

Republic of the Philippines
gpb
Government Procurement Policy Board