

PHILIPPINE BIDDING DOCUMENTS



Supply, Delivery, Installation and Configuration of Application Delivery Controller for the Insurance Commission

Government of the Republic of the
Philippines
Insurance Commission

Project Reference Number: 2021 – 10 – 210

Sixth Edition

29 October 2021

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or note in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (e.g., the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
1071 United Nations Avenue
Manila

INVITATION TO BID

SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF APPLICATION DELIVERY CONTROLLER FOR THE INSURANCE COMMISSION (PROJECT REFERENCE NO. 2021 – 10 – 210)

1. The **Insurance Commission**, through the **Government of the Philippines (GOP)** under **2021 Special Fund 151** intends to apply the sum of **Twenty Million Pesos (Php 20,000,000.00), inclusive of 12% VAT**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply, Delivery, Installation and Configuration of Application Delivery Controller for the Insurance Commission with Project Reference No. 2021-10-210**. Bids received more than the ABC, and late bids shall be automatically rejected at bid opening
2. The Insurance Commission (IC), through its Bids and Awards Committee, now invites bids for **Supply, Delivery, Installation and Configuration of Application Delivery Controller for the Insurance Commission**. Delivery of the Goods is required as indicated in the **Bid Data Sheet**. 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 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
4. Prospective Bidders may obtain further information from the IC-BAC Secretariat at Telephone No. 8523-8461 local 107 or through email (bacsec@insurance.gov.ph) and inspect the Bidding Documents at the address given below from **9:00 A.M. to 4:00 P.M., Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **02 November 2021** from the given address at the IC website (<https://www.insurance.gov.ph/category/bid-docs/>) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos**

(Php25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

Kindly sign-up/make an appointment through the **IC Appointment Reservation System (ICare)** prior the official visit in the Insurance Commission through this web application portal: <https://web.insurance.gov.ph/icare/login>

Moreover starting 30 October 2021, the Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the IC website (<https://www.insurance.gov.ph/category/bid-docs/>), provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. To reduce the risks and hazards of community transmission of COVID-19, the **Insurance Commission** will hold a **Pre-Bid Conference** on **08 November 2021, 10:00AM** online via **WebEx video conferencing** facility (Cisco WebEx Meetings) in accordance with **Section 22.3 of the revised IRR of RA No. 9184**, which shall be open to prospective bidders.

Interested bidders may send their request to participate in the Pre-Bid Conference through e-mail. Kindly indicate the company name, full name, designation, and e-mail addresses of the company representatives and send the request to bacsec@insurance.gov.ph.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **22 November 2021, 9:15AM**. 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 **22 November 2021, 10:00AM** at **IC Function Room, Insurance Commission, 1071 United Nations Avenue, Ermita, Manila** and online via **WebEx video conferencing** facility (Cisco WebEx Meetings) in accordance with **Section 29 of the revised IRR of RA No. 9184**. Bids will be opened in the presence of the bidders' representatives who choose to attend. Late bids shall not be accepted.

Interested bidders may send their request to participate in the Bid Opening through e-mail. Kindly indicate the company name, full name, designation, and e-mail addresses of the company representatives and send the request to bacsec@insurance.gov.ph.

10. Each Bidder shall submit one (1) original and two (2) copies of the First and Second components of its bids: Three-envelope system.
11. The **Insurance Commission** reserves the right to reject any, and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised

IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

MR. ARTURO S. TRINIDAD II

BAC Chairperson

Insurance Commission

1071 United Nations Avenue, Ermita, Manila

8523-8461 local 107

Email address: bacsec@insurance.gov.ph

You may visit the following websites:

For downloading of Bidding Documents:

<https://www.insurance.gov.ph/category/procurement>

[ORIGINAL SIGNED]
ARTURO S. TRINIDAD II
BAC Chairperson

29 October 2021

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **INSURANCE COMMISSION** wishes to receive Bids for the **Supply, Delivery, Installation and Configuration of Application Delivery Controller for the Insurance Commission**, with identification number **Project Reference No. 2021-10-210**.

2. Funding Information

2.1. The GOP through the source of funding as indicated below **2021 Special Fund 151** in the amount of **Twenty Million Pesos (Php20,000,000.00), inclusive of 12% VAT**.

2.2. The source of funding is:

a. the **2021 Special Fund 151**.

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 pursuant to:
 - a. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - b. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - c. When the Goods sought to be procured are not available from local suppliers; or
 - d. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. 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.
 - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that, **Subcontracting is not allowed.**

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 at the IC Computer Laboratory, Insurance Commission, 1071 United Nations Avenue, Ermita, Manila 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 from the date of submission and receipt of bids, a contract similar to the Project** 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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)**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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 Declaration¹ 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 until **22 March 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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.

¹ 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.

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**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 follows:
- One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 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, *[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**. *[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

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**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
 - e. Performance Security or Performance Securing Declaration, as the case may be;

- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

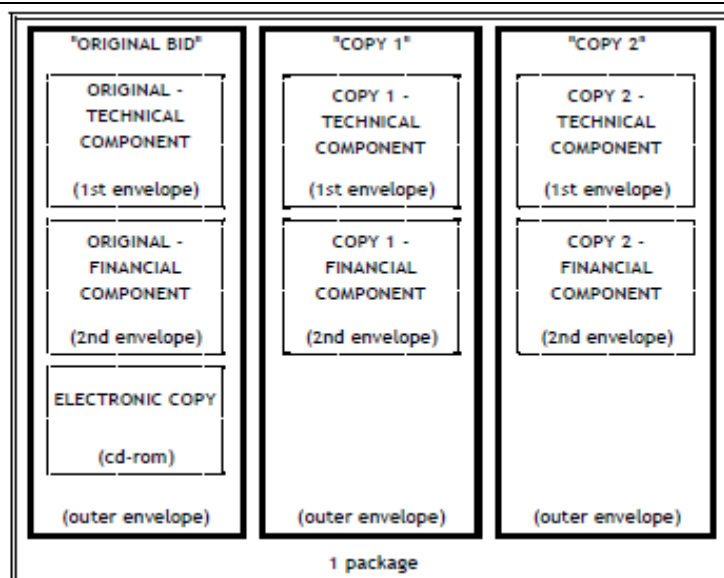
This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Supply, Delivery, Installation and Configuration of Application Delivery Controller for the Insurance Commission.</i> b. Completed within <i>Five (5) years</i> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP 1071 United Nations Ave., Ermita Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than <u>Four Hundred Thousand Pesos (Php400,000.00)</u> <i>[Insert 2% of Php20,000,000.00]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than <u>One Million Pesos (Php1,000,000.00)</u> <i>[Insert 5% of Php20,000,000.00]</i> if bid security is in Surety Bond; <p>If the Bid Security is in the form of cashier's/manager's check, the payee shall be "INSURANCE COMMISSION".</p>
15	Each Bidder shall submit one (1) original and two (2) copies of the technical and financial components of its bid as illustrated below:



In addition, all documents comprising the Technical and Financial Components shall be electronically scanned and recorded in a compact disc-read only memory (CD-ROM) or USB Flash Drive. This CD-ROM or USB Flash Drive shall be marked as "ELECTRONIC COPY" and shall be put inside the sealed envelope labeled "ORIGINAL BID".

All submissions must be contained and sealed in one (1) package. Each sealed Bid shall be labeled as follows:

<p><HEADER/LABEL></p> <p>ATTENTION: THE BAC Chairperson INSURANCE COMMISSION 1071 United Nations Avenue, Ermita Manila</p> <p>NAME OF PROJECT: Project Name</p> <p>PROJECT REFERENCE NUMBER: Project Reference Number</p> <p>BIDDER'S NAME: Company Name</p> <p>BIDDER'S ADDRESS: Company Address</p> <p>EMAIL ADDRESSES: Company Representatives Email (For Bid Opening)</p>
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<HEADER/LABEL> shall be:

1. **"ORIGINAL BID PLUS TWO COPIES INSIDE"** – for the bid package
2. **"ORIGINAL BID"** – for the 1st outer envelope
 - 1.1 **"ORIGINAL - TECHNICAL COMPONENT"** – for the 1st envelope inside the 1st outer envelope
 - 1.2 **"ORIGINAL - FINANCIAL COMPONENT"** – for the 2nd envelope inside the 1st outer envelope
 - 1.3 **"ELECTRONIC COPY"** – CD-ROM
3. **"COPY 1"** – for the 2nd outer envelope
 - a. **"COPY 1 - TECHNICAL COMPONENT"** – for the 1st envelope inside the 2nd outer envelope
 - b. **"COPY 1- FINANCIAL COMPONENT"** – for the 2nd envelope inside the 2nd outer envelope

	<p>4. “COPY 2” – for the 3rd outer envelope</p> <p>a. “COPY 2 - TECHNICAL COMPONENT” – for the 1st envelope inside the 3rd outer envelope</p> <p>b. “COPY 2- FINANCIAL COMPONENT” – for the 2nd envelope inside the 3rd outer envelope</p>
19.3	Not applicable
20.2	No further instructions
21.2	No further instructions

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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**.

[Include the following clauses if Framework Agreement will be used:]

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to Insurance Commission, 1071 United Nations Avenue, Ermita, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is JUAN CARLO R. FLORENCIO AND JOEL LORENZO L. MALING of the Information Technology Division.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> 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; 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 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 Twelve (12) months

Spare parts or components shall be supplied as promptly as possible, but in any case, within qualified 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.

	<p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>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.</p> <p>Transportation –</p> <p>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.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>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.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers' risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment for the service shall be in accordance with the Payment Terms, VAT inclusive, starting on the acceptance date.
4	<p>The inspections and tests that will be conducted are:</p> <p>(a) Inspection conducted by the Internal Control Unit of the Procuring Entity; and</p> <p>(b) Inspection conducted by the Resident Auditor/s of Procuring Entity from the Commission on Audit (COA).</p>

Section VI. Schedule of Requirements

The delivery schedule expressed as days stipulates hereafter as delivery period, which is the date of delivery to the project site.

1. The delivery schedule shall be as indicated below:

Project Milestone	Description of the Project	Qty	U/M	Delivered, Weeks/Months
1	<ul style="list-style-type: none"> Project Kick-off Submission of Project Management Plan 	1	lot	<i>Within Thirty (30) Calendar Days from receipt of Notice to Proceed</i>
2	Delivery all the equipment and license in Head Office, initial testing, and pre-configuration of equipment.	1	lot	<i>Within Sixty (60) Calendar Days from receipt of Notice to Proceed</i>
3	Deployment, final configuration and testing of equipment in IC Main Office Training, Project completion, final acceptance, closure, and submission of complete documents required for payment processing <ul style="list-style-type: none"> Sales Invoice Certificate of Completion Warranty Security Warranty Certificate 	1	lot	<i>Within Thirty (30) Calendar Days from completion of Project Milestone 2</i>

2. Service Level Agreement/Warranty Certificate

The winning bidder must submit implementation Schedule indicating the required activities and the date of implementation, Sales/Service Invoice, and Service Level Agreement (SLA)/Warranty Certificate.

3. Liquidated Damages

- Liquidated Damages will be imposed if the delivery of the required documents and/or any deliverables will not be accomplished by the winning bidder after thirty (30) days upon receipt of the Notice to Proceed.
- The applicable rate for the liquidated damages is one tenth (1/10) of one (1) percent of the total bid price of the winning bidder for every day of delay.

4. Payment Terms

Project Milestone	Description	Delivery (Weeks/Months)	% Payment of Contract Price
1	<ul style="list-style-type: none"> • Project Kick-off • Submission of Project Management Plan 	Within Thirty (30) Calendar Days from receipt of Notice to Proceed	20%
2	Delivery all the equipment and license in Home Office, initial testing, and pre-configuration of equipment.	Within Sixty (60) Calendar Days from receipt of Notice to Proceed	30%
3	<p>Deployment, final configuration and testing of equipment in IC Main Office</p> <p>Training, Project completion, final acceptance, closure, and submission of complete documents required for payment processing</p> <ul style="list-style-type: none"> • Sales Invoice • Certificate of Completion • Warranty Security • Warranty Certificate 	Within Thirty (30) Calendar Days from completion of Project Milestone 2	50%

I hereby certify to comply and deliver all the above requirements.

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

Telephone/Fax Number

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

IC TECHNICAL SPECIFICATIONS			
APPLICATION DELIVERY CONTROLLER			
ITEM NO.	DESCRIPTION	QTY	U/M
I	Supply, Delivery, Installation and Configuration of Application Delivery Controller	2	sets
	1. General Requirements		
	a. The two proposed appliances must be deployed in High-Availability (HA) set-up with automatic fail-over during hardware failure, system failure, or network failure and can be configured either Active-Active or Active-Passive.		
	b. Must support IPv4 and IPv6.		
	c. The solution must be able to import or replicate configurations, security policies/signature sets of Insurance Commission existing Application Delivery Controller.		
	d. The solution must have protection and mitigate various web application attacks and Denial-of-Service (DOS)/Distributed Denial-of-Service (DDOS) on all data layers.		
	e. The solution must have capability of processing Secure Socket Layer (SSL) / Transport Layer Security (TLS) offloading.		
	f. The solution should have a diagnostic tool to provide a running snapshot that provides online analysis of support diagnostic logs and automatically provide tailored feedback against a database of known issues, common mistakes and published best practice.		
	g. The solution must support deploying of multiple modules (e.g., Load Balancer, Advance Web Application Firewall, DNS, and Data Center Firewall) securely on the same appliance for efficient single-pass design		
	2. Advance Web Application Firewall		
	a. Must have SYN flood protection;		
	b. Must have Geo-location blocking capability;		
	c. Must have policy or rules staging before enforcement;		
	d. Must provide the administrators with attack type definitions and explanations.		
	e. Must be able to stop non-human attackers by presenting a character recognition challenge to suspicious users after the system detects one or more of the following categories: <ul style="list-style-type: none"> i. Suspicious IP address/es ii. Requests from a suspicious country iii. An attacked URL iv. An attacked website 		

	<p>f. Must have web application and API protection and must be able to protect against known Open Web Application Security Project (OWASP) web application security risks and attacks such as:</p> <ul style="list-style-type: none"> i. Injection Flaws ii. Brute Force (CAPTCHA Challenge) iii. Cross-site Scripting (XSS) iv. Parameter tampering v. Cookie manipulation
	<p>g. Obfuscates sensitive input fields in real-time while being filled to protect sensitive information from inception such as Man-in-the-Browser (MITB) attacks, malwares and keyloggers during input rather than being encrypted after clicking the submit/send button.</p>
	<p>h. Logs and reports all application activities (attacks, traffics, etc.).</p>
	<p>i. The solution must be able to whitelist or blacklist:</p> <ul style="list-style-type: none"> i. specific file types ii. application URL iii. application parameters iv. Cookies v. Redirections
	<p>j. The solution must be able to enforce specific length of HTTP parameters such as:</p> <ul style="list-style-type: none"> i. URL length ii. Query string length iii. Request length iv. POST data size
	<p>k. The solution must be able to set specific HTTP headers and values to be present in client requests.</p>
	<p>l. The solution must have protection against Web Scraping from the following criteria:</p> <ul style="list-style-type: none"> i. Bot Detection (Mouse and Keyboard activity, rapid surfing, etc.) ii. Suspicious clients and session opening
	<p>m. Support Device-ID detection and finger printing</p>
	<p>n. The solution must have L7 behavioral DDoS mitigation.</p>
	<p>o. The solution must be capable of detecting server-stress and the volume of transactions that are possible for DoS/DDoS attack.</p>
	<p>p. Provide OWASP Compliance dashboard</p>
	<p>3. Traffic Management</p>
	<p>a. The solution must be capable of traffic optimization.</p>

	b. The solution must have different options for load balancing.
	c. The solution must support programmable scripts for: <ul style="list-style-type: none"> i. analysis, manipulation, and detection of all aspects of traffic ii. implementation of security mitigation and fix application-related errors
	d. Must support adaptive connection reaper to mitigate the effect of denial-of-service attack. The system must stop establishing new connections once exceeded the specified resource utilization until usage drops below the specified threshold.
	e. The solution must support HTTP Strict-Transport-Security (HSTS) which is recommended by the SSL Labs Deployment Best Practices.
	f. Must support SSL3, TLS1.0, TLS1.1 and TLS1.2, TLS 1.3.
	g. The solution must have RAM caching and built-in hardware compression.
	h. The solution must support the latest cryptographic hash algorithms/functions such as SHA/SHA256 and SHA384.
	i. Supports reliable network connectivity with high availability, link monitoring and aggregate multiple monitoring.
	j. Able to define and control how traffic is distributed across links, based on real-time traffic flows and throughput.
	k. Able to define policies to distribute traffic over the best performing links based on Application type, Quality of Service, and client types by built in scripting syntax (support variables, loops, arithmetic etc.).
	4. Data Center Firewall
	a. Ability to deliver high performance stateful and full proxy-based firewall.
	b. Ability to decrypt/terminate SSL traffic to identify hidden attacks.
	c. The proposed solution should have capability of Geo Location Blocking.
	d. The proposed solution should detect and protect against known flood attacks (ICMP/SYN/TCP/UDP).
	e. The proposed solution should detect and protect against SMURF attack.
	f. The proposed solution should detect and protect against Teardrop attack.
	5. Domain Name System
	a. Supports global high availability and reliability of applications across multiple sites and ensures application availability by tracking and managing interdependencies between applications.
	b. Supports intelligent probing of your network resources to determine whether the resources are up or down. This allows you to specify which device probe specific servers for health and performance data.

	c. Supports DNS caching, transparent cache and resolving capability
	6. Hardware Specifications
	a. The solution must be appliance-based.
	b. Must have throughput traffic of at least 60Gbps for L4 and 30Gbps for L7.
	c. Must support at least 20,000 SSL Transaction/ Sec (2K keys)
	d. Must support at least 35 million L4 concurrent connections
	e. Must support at least 1 million L7 requests per second
	f. Shall have DDOS protection for hardware.
	g. Must have at least 48GB RAM.
	h. Hard disk must be at least 480GB with enterprise grade Solid State Drive (SSD).
	i. Operating System (OS) must be in 64-bit architecture.
	j. Must have at least one 4-core Intel Xeon processor with hyperthreading cores or higher.
	k. Power supply must be redundant, hot-swappable and with an input voltage range of 100-240 VAC.
	l. The hardware shall provide 4 x 1G SFP copper slots and transceivers.
	m. Must have at least one 1Gbps ethernet port for management via SSH or HTTP GUI.

ITEM	DESCRIPTION	QTY	U/M
II	Scope of Works	1	lot
	1. Installation and Testing		
	The winning bidder must:		
	a. Supply, delivery, and installation of Application Delivery Controller		
	b. Conduct Project Management		
	c. Conduct initial Project Kick Off		
	d. Create Project team for IC and winning bidder		
	e. Formulate Project Implementation Plan, Prepare, Present and Sign off Scope of Work (SOW) to IC		
	f. Conduct Final Project Kick Off		
	g. Migration of existing load balancer configuration or policies		

	h. Implementation of the new Advance Web Application Firewall
	i. Re-engineering of current Network Infrastructure of IC to maximize the new Application Delivery Controller equipment if needed.
	j. Mount all new equipment into rack and install all included components.
	k. Harness all UTP cables, FC cables, and power cables.
	l. Update the firmware of all new equipment.
	m. Connect the new Application Delivery Controllers and interconnect modules to existing local area network
	n. Set all necessary settings and configuration of new equipment to ensure that they are compatible and connected to existing IC setup.
	o. Provide all the needed components to complete the setup and connections.
	p. Conduct intensive testing together with IC ITD personnel to achieve the functionality and benefits of the new equipment. Provide actual results of the testing of the installed devices.
	q. All Goods shall be tested for Twenty-Four (24) hours of continuous use upon installation and commissioning.
	r. Correction of defects shall be within Ten (10) working days prior to commissioning.
	s. All levels of testing shall be conducted at the site.
	t. Performance tuning shall be conducted to ensure resilient performance of the equipment.
	2. Warranty/Maintenance/Technical Support/Availability
	a. The Application Delivery Controllers shall cover warranty on parts, labor, and on-site visit for Three (3) Years.
	b. On call support shall be available 24 hours a day, 7 days a week. A two (2) hours response from time of the call (through telephone call) shall be provided. Onsite support must have a response time of not more than four (4) hours from the time of the call-in cases where in the phone support could not solve the problem during the duration of the warranty.
	c. Once onsite, the service contractor must repair the malfunctioning equipment, provided equipment has been operated in normal conditions.
	d. Replacement of Application Delivery Controller and issuance of service unit, must not be more than Four (4) hours from the time of first onsite visit.
	e. Warranty must include firmware updates, software patches, and driver updates, if available, during the duration of the warranty.
	f. Installation and configurations of Application Delivery Controller must be free of charge to procuring entity.
	g. If replacement parts are not available, winning bidders shall provide a service unit that has equal or higher specification.
	h. Provide RCA (Root Cause Analysis) after solving the problem.
	i. Provide Application Delivery Controller reconfiguration, if needed, with no extra cost to procuring entity.

	j. Reinstall corrupted software caused by hardware failure.
	k. The warranty period for the hardware and software shall commence upon issuance of certificate of acceptance by the Procuring Entity.
	l. Provide Pro-active maintenance support that automatically generates reports and sends notification to the manufacturers 24x7 call support centers in cases of system (hardware and software) abnormality, so that components will be replaced, and errors fixed before failure occurs.
	m. Bidder must provide procedures on support and problem escalation.
	n. Bidder must have a 24 x 7 helpdesk system via phone and email support. Helpdesk system must automatically track, monitor, and escalate open case until the issue is declared resolved and closed. Vendor should be ready for a site visit and show how their current helpdesk system works.
	o. Helpdesk service facility shall include:
	i. Technical engineer dispatch facility
	ii. Case logging and monitoring
	iii. Support history and reporting
	iv. Must have proper Helpdesk Support System in place to accommodate IC technical request. Helpdesk system will provide ticket for each technical request or issues and will provide continues status and report until the resolution. Helpdesk must be available 24x7 including Saturday, Sunday and holidays. Helpdesk system should be available for site visit as IC may require.
	3. Knowledge Transfer
	a. Conduct Knowledge Transfer Training
	b. Prospective Bidders must provide technology transfer for Three (3) ITD Personnel after commissioning.
	4. Virtual Training
	a. Vendor must provide appropriate level of knowledge transfer to IC support personnel operations
	5. Documentation
	The winning bidder must provide:
	a. User and system manuals
	b. Technical materials
	c. Documented step-by-step procedure
	d. Complete documentation of the hardware appliance, utility, and other applications
	e. Inventory of all devices and serial numbers
	f. As-built documentation for all new equipment.

	6. Certification
	a. The winning bidder must secure certification from the manufacturer that they are certified reseller or partner of the proposed equipment.
	b. The winning bidder must secure certification from the manufacturer that they are certified to provide technical service support.
	c. Assigned certified and experience Project Manager who will handle the project. d. Photocopy of the following document <ul style="list-style-type: none"> i. Valid Project Management Professional Certification ii. resume iii. certificate of employment iv. company ID <p>These documents should be part of the technical envelope.</p> <p>Certified Project Manager should be with the bidder a year before the bid opening.</p>
	e. Bidder must utilize experienced and trained technical support engineers under its direct employment and supervision in rendering the required maintenance.
	i. Certified Engineer for Virtualization
	ii. Certified Engineer for Server
	iii. Certified Engineer for Network
	f. Due to the complexity of the project, bidder should have at least five (5) manufacturer certified engineers. Photocopy of valid certification, resume and company ID and certificate of employment should be part of the submittal; Certified engineer should be with the bidder a year before the bid opening. IC shall validate the veracity of the submitted documents and may conduct, at its option a visit to bidder's HRD office. <ul style="list-style-type: none"> i. Two (2) Manufacturer Certified Engineer for the Application Delivery Controller hardware ii. Two (2) Manufacturer Certified Network Professional support for the existing network switches during implementation iii. One (1) Manufacturer Certified Engineer – support for the existing firewall during implementation
	g. Bidder must be a certified partner of the proposed brand for at least five (5) years
	h. Certificate from the manufacturer stating that the bidder is Certified Partner (e.g., silver, gold, platinum, etc.) for the proposed ADC hardware
	7. Acceptance
	a. Acceptance shall be issued upon compliance of the foregoing. IC IT personnel shall review and conduct a physical testing on the delivered equipment based on its functions. All deliverables

	mentioned above shall be checked by IC and complied by the winning bidder before the final acceptance and turnover of the project.
	8. Delivery Address, Date, and Installation
	a. The winning bidder must deliver the goods and services based on the Schedule of Requirements , upon receipt of the <u>Notice to Proceed (NTP)</u> and must delivered at 1071 United Nations Avenue, Ermita, Manila City.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
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

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) 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
- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original 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

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

Class "B" Documents

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

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

- ☐ (n) *[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.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

BIDDING FORMS

FORM NO.	FORM TITLE
IC Form No. 1	BID FORM
IC Form No. 1-A	DETAILED BID PRICE SCHEDULE
IC Form No. 2	FINANCIAL DOCUMENTS FOR ELIGIBILITY
IC Form No. 3	LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED
IC Form No. 4	STATEMENT IDENTIFYING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID WITHIN THE LAST FIVE (5) YEARS
IC Form No. 5	JOINT VENTURE AGREEMENT
IC Form No. 6	CONFORMITY WITH SECTION VI (SCHEDULE OF REQUIREMENTS) AND SECTION VII (TECHNICAL SPECIFICATIONS)
IC Form No. 7	OMNIBUS SWORN STATEMENT
IC Form No. 8	BID SECURING DECLARATION

Bid Form

Date: _____
Invitation to Bid No: _____

To: The BAC Chairperson
Insurance Commission
G/F IC Bldg., 1071 United Nations Avenue
Ermita, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of Goods]* in conformity with the said Bidding Documents for the sum of _____ *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB Clause Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause Error! Reference source not found.** of the Bidding Documents.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

**For Goods Offered from Within the Philippines
Detailed Bid Price Schedule**

Date: _____
Invitation to Bid No: _____

Project : Supply, Delivery, Installation and Configuration of Application Delivery Controller for the Insurance Commission

Code:

Date of Bidding: _____

Time of Bidding: _____

(Supplier's Name/Address/Tel. No.)

For Goods Offered From Within the Philippines

LOT NO.	DESCRIPTION	QTY	U/M	Unit Price	Total Price
1	Supply, Delivery, Installation and Configuration of Application Delivery Controller	1	lot		
TOTAL BID PRICE, Pesos :					
Plus 12% RVAT :					
TOTAL BID PRICE PHP :					

Total Amount in Words :

(PhP)

Name of Bidder _____. ITB Number _____. Page ____ of ____.

Signature/Date
Authorized Official/Position

Financial Documents for Eligibility Check

- (a) Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- (b) The **Net Financial Contracting Capacity (NFCC)** based on the above data is computed as follows:

NFCC = 15 (current assets – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = PhP _____

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year and NFCC Computation and/or certificate of commitment from a licensed bank to extend a credit line.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

- If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.*

IC Form No. 3

List of all Ongoing Government & Private Contracts including Contracts Awarded but not yet Started

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	(a) Owner's Name (b) Address (c) Telephone Nos.	Nature of Work	Bidder's Role		(a) Date Awarded (b) Date Started (c) Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	

Note: The following documents shall be submitted upon post-qualification:

- (a) Notice of Award and/or Contract
- (b) Notice to Proceed issued by the owner

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

IC Form No. 4

STATEMENT OF SINGLE (1) LARGEST COMPLETED CONTRACT OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM DATE OF SUBMISSION AND RECEIPT OF BIDS AMOUNTING TO AT LEAST FIFTY PERCENT (50%) OF THE APPROVED BUDGET FOR THE CONTRACT (ABC)

OR

STATEMENT OF AT LEAST TWO (2) CONTRACTS OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM THE DATE OF SUBMISSION AND RECEIPT OF BIDS, THE AGGREGATE OF WHICH SHOULD BE EQUIVALENT TO AT LEAST FIFTY PERCENT (50%) OF THE ABC, AND THE LARGEST OF THESE SIMILAR CONTRACTS MUST BE EQUIVALENT TO AT LEAST TWENTY FIVE PERCENT (25%) OF THE ABC (25%) OF THE ABC

Business Name : _____

Business Address : _____

Name of Contract	a) Owner's Name b) Address c) Telephone Nos.	Nature of Work	Bidder's Role		a) Amount at Award b) Amount at Completion c) Duration	a) Date Awarded b) Contract Effectivity c) Date Completed
			Description	%		

Note: Any of the following documents shall be submitted upon post-qualification:

- a) Copy of End User's Acceptance; or
- b) Official Receipt/s; or
- c) Sales Invoice

Submitted by: _____

(Printed Name & Signature)

Designation : _____

Date : _____

Joint Venture Agreement

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

and –

of _____, of legal age, (civil status), owner/proprietor of _____ a resident of _____.

That both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the Insurance Commission.

A. NAME OF PROJECT CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this _____ day of _____, in the year of our Lord 20__.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

_____)S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this
_____ day of _____, 20____, personally appeared:

NAME

CTC NO.

ISSUED AT/ON

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Insurance Commission

Notary Public

Until 31 December 20____

PTR No. _____

Issued at: _____

Issued on: _____

TIN No. _____

Doc. No. _____

Page No. _____

Book No. _____

Series of 20____.

IC Form No. 6

**Conformity with Section VI (Schedule of Requirements) and
Section VII (Technical Specifications)**

(Name of Bidder) hereby undertakes that it shall **COMPLY** with the general requirements stated in Sections VI (Schedule of Requirements) and Section VII (Technical Specifications).

Name and Signature of Authorized Official

Position

Date

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

Insurance Commission
ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ____ day of _____, 20__, personally appeared:

Name	Government-Issued ID & No.	Issued on	Issued at
(SUPPLIER)			

known to me and to me known to be the same person who executed the foregoing instrument consisting of _____ (__) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

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

Notary Public

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

IC Form No. 7

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:
- 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]

Insurance Commission

IC Form No. 12

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

Bid-Securing Declaration

Invitation to Bid/Request for Expression of Interest No.¹ *[Insert reference number]*

To: **DENNIS B. FUNA**
Insurance Commissioner
Insurance Commission
2nd Floor Insurance Commission Bldg.,
1071 United Nations Avenue, Ermita, Manila 1000

I/We², the undersigned, declared 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.
 - (i) I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration²; **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 9184; without prejudice to the other legal action the government may undertake.**
2. 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;

¹ Select one and delete the other.

² Select one and delete the other. Adopt same instruction for similar terms throughout the documents.

² Issued by the GPPB through GPPB Resolution No. 03-2012 on 27 January 2012

- (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid³, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/we have hereunto set my/our hands this ____ day of _____ 2021 at _____.

SUBSCRIBED AND SWORN TO before me this ____ day of _____ 2021 at _____, Philippines, Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02—8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Government-Issued ID & No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of _____ 20__.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued], [place issued]*

IBP No. _____ *[date issued], [place issued]*

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 20__.

³ Select one and delete the other.

Insurance Commission