

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Visayas Avenue, Diliman, Quezon City, 1128

**PROCUREMENT OF ENTERPRISE BACKUP
SOFTWARE FOR THE DEPARTMENT OF
ENVIRONMENT AND NATURAL
RESOURCES-CENTRAL OFFICE (DENR-CO)**

Bid Ref. No. DENR-CO-2020-040

Approved Budget for the Contract: ₱6,774,570.00

BIDS AND AWARDS COMMITTEE

November 2020

**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**

Visayas Avenue, Diliman, Quezon City, 1128

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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 <i>Proposal</i> and <i>Tender</i> . (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 <i>civil works or works</i> . (2016 revised IRR, Section 5[u])
LGUs	: Local Government Units.
NFCC	: Net Financial Contracting Capacity.
NGA	: National Government Agency.
PhilGEPS	: Philippine Government Electronic Procurement System.
Procurement Project	: refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)
PSA	: Philippine Statistics Authority.
SEC	: Securities and Exchange Commission.
SLCC	: Single Largest Completed Contract.
Supplier	: refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.
UN	: United Nations.



Section I. Invitation to Bid



INVITATION TO BID

PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) Bid Ref. No. DENR-CO-2020-040

Approved Budget for the Contract: ₱6,774,570.00

1. The **Department of Environment and Natural Resources (DENR)** through the National Expenditure Program (NEP) for FY 2021 intends to apply the sum of **Pesos: Six Million Seven Hundred Seventy Four Thousand Five Hundred Seventy (6,774,570.00)** being the Approved Budget for the Contract (ABC) to payment under the contract for the **PROCUREMENT OF STORAGE AREA NETWORK (SAN) FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) OF THE DENR:**

Description	Qty.	Total ABC ₱ (VAT Inclusive)	Funding Source	Bid Security: Bid Securing Declaration OR Cash/Cashier's/ Manager's Check, Bank Draft/ Guarantee, Irrevocable Letter of Credit*equivalent to at least 2% of the ABC (₱)	Bid Security: Surety Bond** (5%)(₱)	Cost/Price of Bid Documents (cash payment only) (₱)
<i>Procurement of Enterprise Backup Software for the DENR-CO</i>	<i>1 lot</i>	<i>6,774,570.00</i>	<i>FY 2021 NEP</i>	<i>135,491.40</i>	<i>338,728.50</i>	<i>10,000.00</i>

* *Only those issued and confirmed by a Local Universal or Local Commercial Bank*

** *Must be callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such bond*

2. Bids received in excess of the ABC shall automatically be rejected at Bid opening. Late bids shall not be accepted.
3. DENR now invites Bids from eligible bidders for the **PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)** (hereinafter referred to as GOODS/SERVICES).
4. Submission of software and maintenance certificates, installation, testing and training shall be completed within **thirty (30) calendar days** from receipt of Notice to Proceed (NTP).
5. A prospective Bidder must have completed within the last five (5) years a Single contract of similar nature amounting to at least fifty percent (50%) of the ABC.
*Similar in nature shall mean "**Procurement of Enterprise Backup Software**".*
6. Open competitive bidding procedures will be conducted using a non-discretionary "pass/fail" criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184, otherwise known as the "Government Procurement Reform Act". All particulars relative to this bidding including Eligibility Checking, Bid Security, Evaluation and Post-Qualification Procedures and Award of Contract shall be governed by R.A. 9184 and its Revised IRR.
7. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organization 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.



8. The Invitation to Bid and Bidding Documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and DENR website at www.denr.gov.ph.
9. The complete set of Bidding Documents may be acquired by interested bidders upon payment of the corresponding fee as indicated above not later than the schedule of submission of bids. The Bidding Documents shall be received personally by the prospective Bidder or his duly authorized representative upon presentation of proper identification document.
10. The **Schedule of Bidding Activities** shall be as follows:

ACTIVITIES	TIME	VENUE/MODE
1. Sale and Issuance of Bid Documents	8:00 AM to 5:00 PM only Mondays to Fridays Starting 23 November 2020	BAC Secretariat c/o Dianne G. Ibias at BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City
2. Orientation for Bidders on the Conduct of Online Conferences	27 November 2020, (Friday) 1:00 PM	Online via Google Meet Platform**
3. Pre-Bid Conference	01 December 2020, (Tuesday) 1:30 PM	Online via Google Meet Platform**
4. Submission of Bid Documents	14 December 2020, (Monday) 10:00 AM	BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City
5. Opening of Bids	14 December 2020, (Monday) 11:00 AM	Online via Google Meet Platform**

**** Only two (2) pre-registered representatives per bidder shall be allowed to participate in the Google Meet videoconference.**

11. Prospective Bidders interested to join the Orientation for Bidders, Pre-Bid Conference and Bid Opening through Google Meet video conference may send request for the link to the bac.co@denr.gov.ph with the following information together with proof of identity of the attendee a day before the scheduled conference:

- a. Name of Project: _____
- b. Bid Reference No.: _____
- c. Activity: _____
- d. Company Name: _____
- e. Company Address: _____
- f. Name of Representative/s (maximum of 2 personnel only) i) _____
ii) _____
- g. Email Address/es: _____
- h. Attach Scanned Copy or Photo of Identity _____

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representative/s or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.

12. Interested bidders may obtain further information from the BAC Secretariat c/o Dianne G. Ibias from 8:00 AM to 5:00 PM only, Mondays to Fridays starting **23 November 2020** at Tel. No. (02) 8926-2675. However, any queries relative to the content of the bid documents and the project requirements can only be made not later than ten (10) calendar days prior to the Submission and Opening of Bids.



13. DENR 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder/s.

(sgd.) **ATTY. NORLITO A. ENERAN, CESO III**
Director, Legal Affairs Service &
Vice Chairperson, Bids & Awards Committee
Date: 20 November 2020



Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, **Department of Environment and Natural Resources-Central Office**, wishes to receive Bids for the **PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)**, with identification number **DENR-CO-2020-040**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2021** in the amount of Pesos: **Six Million Seven Hundred Seventy Four Thousand Five Hundred Seventy (PhP6,774,570.00)**.

2.2. The source of funding is **NGA, National Expenditure Program**.

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:

- i. 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;



- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an **SLCC that is at least one (1) contract similar to the Project** the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. **For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The 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. 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 through videoconferencing/webcasting as indicated in 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 **the last five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 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 the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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



shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. **Philippine Pesos.**

14. Bid Security

14.1. The Bidder shall submit a **Bid Securing 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 for one hundred twenty calendar days from the date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy (1) 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.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC;
- (d) bear the specific identification of this bidding process indicated in the ITB Clause 102; and bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, as specified in the IB.

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.



TO : **THE BIDS AND AWARDS COMMITTEE**
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

FROM : _____
(Name of Bidder in Capital Letters)

ADDRESS: _____
(Address of Bidder in Capital Letters)

PROJECT: _____

BID REF NO: _____
(In Capital Letters, Indicate the Phrase):
"DO NOT OPEN BEFORE: _____"

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016



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

19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 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. 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/Single Calculated Bid, the Bidder shall submit **its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.**

21. Signing of the Contract

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



Section III. Bid Data Sheet



Bid Data Sheet

ITB Clause												
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. “Procurement of Enterprise Backup Software” and b. Completed within the last five (5) years prior to the deadline for the submission and receipt of bids. 											
7.1	<i>Subcontracting is not allowed.</i>											
12	The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.											
14.1	The bid security shall be in any of the following forms issued in favor of the Department of Environment and Natural Resources (DENR) : <table border="1" data-bbox="339 813 1422 992"> <thead> <tr> <th data-bbox="339 813 568 920">Project ABC (P)</th> <th data-bbox="568 813 927 920">Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)</th> <th data-bbox="927 813 1155 920">Bid Security: Surety Bond (5%) (P)</th> <th data-bbox="1155 813 1422 920">Bid Securing Declaration</th> </tr> </thead> <tbody> <tr> <td data-bbox="339 920 568 992">6,774,570.00</td> <td data-bbox="568 920 927 992">135,491.40</td> <td data-bbox="927 920 1155 992">338,728.50</td> <td data-bbox="1155 920 1422 992">No required Amount</td> </tr> </tbody> </table>				Project ABC (P)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)	Bid Security: Surety Bond (5%) (P)	Bid Securing Declaration	6,774,570.00	135,491.40	338,728.50	No required Amount
Project ABC (P)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)	Bid Security: Surety Bond (5%) (P)	Bid Securing Declaration									
6,774,570.00	135,491.40	338,728.50	No required Amount									
19.3	<i>Project will be awarded in one (1) lot.</i>											
20.2	<p>Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification:</p> <p>1. For Eligibility Documents:</p> <p>A. In case bidder submitted its Certificate of PhilGEPS Registration (Platinum Membership) during the bid submission, present original copy and submit certified true copy of the following Class “A” eligibility documents:</p> <ol style="list-style-type: none"> a) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives; b) Copy of any of the following documents issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas : <ol style="list-style-type: none"> i) Business/Mayor’s Permit for 2020;or ii) Application for Business/Mayor’s Permit with attached Official Receipt (OR) of payment of Licensing and Regulatory fees and 2019 Business/Mayor’s Permit. <p><u>Note: Expired Business/Mayor’s permit with Official Receipt of renewal application shall be accepted. Valid and current Business/Mayor’s permit is subject for submission after award of contract but</u></p>											



before payment, pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.

- c) Current and valid Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);
- d) Audited Financial Statements (AFS) for CY 2019 with stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2020;

B. In case the bidder submitted the Class "A" eligibility documents during the bid submission, present original copies of the same and submit copy of the **Certificate of PhilGEPS Registration (Platinum Membership)**.

(In case of Joint Venture between local companies, both partners must present/submit the Class "A" eligibility documents. In case of foreign partner, item "1.A.i" is not applicable, but must submit any equivalent document.)

2. Present original copy and submit certified true copy of the following:

- a) 2019 Annual Income Tax Return and Latest Income Tax Returns per Revenue Regulations 3-2005; *Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission (including copy of VAT returns and corresponding payments for the last 6 months):*
- b) POs or Contracts for all Ongoing Contracts as listed per submitted Annex I with corresponding contact details (contact person, contact number & e-mail address);
- c) PO, Contract or any equivalent document as proof of five (5) years in the business with experience in deploying and maintaining their Backup Software Product. Must also attach Certificate of Completion by correspondence from referees indicating that such project was executed as well as their contactable references.
- d) Valid and current Certificate of Partnership issued by the Manufacturer or the Principal Supplier of the product as proof that the bidder is an authorized partner in the Philippines (if the Bidder is not the manufacturer). If not issued by the manufacturer, must also submit certification/document linking bidder to the manufacturer.
- e) Certificate of Performance Evaluation (Annex VII) or equivalent document with a rating of at least Satisfactory issued by the Largest Contract/s Client/s of the bidder per submitted Annex I-A. The certification/document must indicate that the evaluation was based on the bidder's performance on timely delivery, compliance to specifications, warranty and after sales service.

(In case of Joint Venture between local companies, both partners must present/submit above item a. In case of foreign partner, must present/submit Corporate Financial Statement or Annual Report)

3. Submit original copy of the following:



	<p>a) Company Profile (per Annex VIII). Company printed brochure may be included.</p> <p>b) Vicinity map/location of the business.</p> <p>c) List of at least one (1) available Service Engineer/Technician with attached copy of Certification/Certificate of Training for the items/services being offered issued by the Manufacturer.</p> <p>d) Certification or any equivalent document to prove capacity and ability to provide maintenance services and technical support.</p> <p>e) Brochure (original or internet download/Technical Data Sheet or equivalent) of the items/services being offered showing compliance to the technical specifications. (If not in English, please refer to Section 23.2 of the 2016 Revised IRR of RA 9184.)</p> <p><i>(In case of Joint Venture, both partners must present/submit items a and b)</i></p> <p>4. Present original copy of the End-User's Acceptance or Official Receipt/Sales Invoice relative to Single Largest Completed Contract per submitted Annex I-A.</p> <p>5. Submit certified true copies of the Eligibility, Technical and Financial Documents in two (2) sets, marked as "COPY 1" and "COPY 2".</p> <p>6. Submit digital/scanned copy of Eligibility, Technical, Financial and Post-qualification documents stored in Universal Serial Bus (USB) flash drive.</p> <p>Failure of the supplier, declared as Single/Lowest Calculated Bid (S/LCB), to duly submit the above requirements or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Supplier for award.</p>
21.2	Within ten (10) calendar days from receipt of Notice of Award, successful Bidder shall post the required performance security, sign and date the contract and return it to DENR.



Section IV. General Conditions of Contract



1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VI (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



Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered <i>in the Philippines</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</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:</p> <p>MARIA ELENA A. MORALLOS MANILA Director, Knowledge and Information Systems Service Department of Environment and Natural Resources Tel. No.: (02) 8249-3367 loc. 1144 or 1145</p>
	<p>Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</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 <p>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.</p>

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.



	<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 – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Progress payment shall be made upon submission of complete documentary requirements in accordance with prevailing accounting and auditing rules and regulations.</p>
4	<p>Applicable inspection and testing shall be conducted by the Inspection and Pre-Acceptance Committee of the Department.</p>



Section VI. Schedule of Requirements

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Instruction to Bidders: **Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".**

A. TERMS OF REFERENCE as of 20 November 2020

Republic of the Philippines
Department of Environment and Natural Resources

Visayas Avenue, Diliman Quezon City, 1100
Tel. Nos. (632) 929-66-26 to (632) 929-62-52
929-66-20 to 929-66-33 to 35
929-70-41 to 43

TERMS OF REFERENCE

As of 20 November 2020

Procurement of Enterprise Backup Software for Department of Environment and Natural Resources-Central Office (DENR-CO)**I. Rationale**

When an unforeseen event takes place and brings day-to-day operations to a halt, an agency needs to recover as quickly as possible and continue to provide services to its clients and stakeholders. From data security breaches to natural disasters, there must be a plan in place in case of a catastrophe (hardware failure, accidental deletion, and malware). Not having a disaster recovery plan in place can put the agency at risk of high financial costs, reputation loss and even greater risks for its clients and stakeholders.

Most agency cannot afford unplanned and prolonged downtime and need to be able to recover from an unforeseen emergency as quickly as possible. In order to avoid bigger dangers and bigger threats of data loss, it is important for the agency to choose the right data recovery and backup strategies. The prevention methods and efficient backup disaster recovery strategies will definitely save the agency from bigger problems in the future.

DENR is deemed it necessary to acquire and implement a Back Up and Disaster Recovery solution to mitigate data loss, minimize downtime, remain compliant and ensure client/stakeholder records are safe and protected through the right data recovery and backup strategies/software.

II. Approve Budget of the Contract

The total ABC for the project is **PhP6,774,570.00** inclusive of all applicable government taxes and service charges.

III. Scope of Work

A. Supply, Delivery, Installation and Testing of thirty-three (33) agent-based Enterprise Backup Software for DENR on-premise and cloud servers. Installation of Web management console and licenses.

B. One (1) year Premium Support with Software maintenance and Health Check of the Enterprise Backup Software.

C. Training for centralized management of the Enterprise Backup Software.

IV. Bidder's Qualification

A. Bidders must have at least five (5) years' in the business and has an experience in deploying and maintaining their Backup Software Product and should provide proof



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accompanied Certificate of Completion by correspondence from referees indicating that such project was executed as well as their contactable references.

- B.** Bidders should submit a manufacturer's certification from Product's Principal supplier that the bidder is an authorized partner in the Philippines.
- C.** Bidders must have available Service Engineer/Technician with Certificate of Training for the equipment offered from the manufacturer.
- D.** Bidders must have the capacity and ability to provide maintenance services and technical support.

V. Project Requirements

A. Backup Software Specification

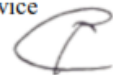
- 1. Perpetual Software License with one (1) year maintenance.

Note: The winning bidder shall submit a software license certificate in favor of the DENR as proof of ownership of the licenses.

- 2. Scalable for large enterprise deployment sizes, as well as no limit on file size and document count.
- 3. Base on end-user-server architecture, where the end-user component is installed at the endpoint, and the server component is used for application administration and manages the backup storage.
- 4. Supports for major cloud service providers like Amazon, Microsoft and Google to name a few.
- 5. Managed through web-based Graphical User Interface (GUI) allow remote connection through mobile devices.
- 6. Dashboard feature for administrators to view statistics including, but not limited to:
 - a) Failed backups
 - b) Successful backup
 - c) Device backup/restore failure details
 - d) Device backup/restore success details
 - e) Service monitoring.
- 7. Must be able to generate report based on a defined period, including:
 - a) Number of licenses utilized
 - b) Total disk space usage
 - c) Administrators' login/logout (including failed login)
 - d) Type of user's devices
 - e) License expiry.
- 8. Must be able to support user privacy mode. It should allow users to control the visibility of sensitive data to other users and the enterprise end-user backup solution administrator.

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9. Techniques to boost performance must be applied for data-in-transit and data-at-rest including, but not limited to:
 - a) Fast incremental backup (changed block tracking)
 - b) Reverse incremental restore (flashback)
 - c) Compression
 - d) Local caching
10. Must allow various backup options. Should support
 - a) Ad-hoc backup
 - b) Scheduled backup
 - c) Automatic restart if the backup fails
 - d) Resumed backup – start from the point where it was interrupted
 - e) Automatic reconnect in-case of network disconnect during the backup
11. Data security support minimum Advanced Encryption Standard (AES) 256-bit encryption for data-in-transit and data-at-rest. Data must uphold the highest security standard, where unauthorized users have no access to data.
12. Should have migration capabilities from physical to virtual, virtual to virtual, physical to cloud or vice versa.
13. Should allow storing backup to offsite location in vendor's cloud.
14. Must be able to enforce network and CPU throttling when backing up or restoring data, as to have minimal impact on overall network performance as well as at the affected end point.
15. Data retention policies must be configurable. Users are able to view the version history and retrieve the desired file version.
16. Must be capable of replicate the backup files up to 4 location with separate retention policy.
17. The installation & uninstallation of client software to and from the machines shall be capable of real-time mode without involving any downtime / reboot.
18. Must support virtualization technologies including agentless backup and migration capabilities between various hypervisor and physical machines.
19. Must have ability to automate recovery process.
20. Must be capable of backing up disk imaging backup, which contains all data, application, operating system and settings.
21. Must support legacy operating system platform such as Windows XP and later.
22. Automate backup with scheduling and managed by IT admin without any end user interaction.
23. Ransomware protection by detecting, blocking and reverse the changes to the original state.
24. Data restore must be capable to restore individual files to a different OS version or platform, as well as migrating the entire endpoint backup content to a new device





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25. Must have features to ensure data authenticity (the data was not changed by third party)
26. Have ability preboot execution environment (PXE).
27. Must have backup scheduling with start condition such as: -
 - a) when the users logged off
 - b) user is idle
 - c) prevent sleep or hibernate mode during backup

B. Installation

1. Installation and Configuration of Agent-based software.
2. Installation and Configuration of Web Management Console and Licenses. System requirements for the servers shall be provided by the winning bidder. The servers will be provided by the End-user.
3. Installation of software updates, upgrades and/or patches if available during installation.
4. Submission of service report for the successful installation of the software as attested to by a designated DENR Information and Communication Technology (ICT) personnel.
5. DENR will not shoulder any cost related to additional licenses or software needed to complete the installation.

C. Testing

The acceptance test procedure shall be in accordance with the following:

1. The acceptance testing will be undertaken for a period of three (3) calendar days and will be attested to by designated DENR ICT personnel.
2. Demonstrating the system and its operation to the End-user and/or any designated DENR ICT personnel.
3. During the testing period, the winning bidder shall not be held liable for performance degradation/interruptions that are beyond its control such as internet issues, power outages, fluctuations or failure or malfunction of DENR's own ICT resources.
4. Submission of a report in regards to successful testing as attested to by a designated DENR ICT personnel.

D. Training

Training will be provided by the winning bidder for a maximum of three (3) DENR personnel for a knowledge transfer of central administration. It will be valid for one (1) year in the form of training certificates or vouchers. The parties shall mutually agree upon the specific date and time for the training period and the mode of training (face to face or online). With corresponding certificates for the above attendees. All expenses relative to the trainings shall be for the account of the winning bidder.

E. Maintenance

The winning bidder shall submit a maintenance certificate in favor of the DENR valid for one (1) year and shall cover the following:

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1. Perform a routine health and performance check of the Software every three (3) months. The parties shall mutually agree upon the specific date and time for each activity hereon.
2. Submission of report after every health and performance check indicating the performance and health of the Software as attested to by a designated DENR ICT personnel.
3. Update or upgrade the software at no extra cost for the DENR. This shall also be mutually agreed upon by both parties.
4. 8 x 5 Phone, chat, email, remote and on-site support (within Metro Manila) services provided to customer for supported systems. Ticket status and summary reports. Annual technical assessment and review.

VI. PERIOD AND PLACE OF DELIVERY

The winning bidder shall submit the software and maintenance certificates, through Property and Supply Management Division (PSMD) located at Basement, DENR Main Building, Visayas Avenue, Diliman, Quezon City. Service Reports (installation and testing) and Training certificates or vouchers shall be submitted to the End-user at the 6th Floor of the above-mentioned building. All within thirty (30) calendar days from receipt of Notice to Proceed (NTP).

VII. DUTIES AND RESPONSIBILITIES OF THE DENR

1. Grant the service provider’s authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned DENR ICT personnel;
2. Issue Certificate of Inspection and Acceptance.

VIII. TERMS OF PAYMENT

DENR will pay the winning bidder in five (5) tranches as stated in the table below.

Timeline	Project Deliverables	Percentage Amount of Contract Price to be released as payments	Documentary Requirements
Within thirty (30) calendar days from receipt of NTP	Supply, Delivery, Installation and Testing of Enterprise Backup Software	80%	<ul style="list-style-type: none"> • Delivery receipt, Software Certificate and Maintenance Certificate received by PSMD. • Service Report for Installation and Testing attested to and received by End-user.





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Timeline	Project Deliverables	Percentage Amount of Contract Price to be released as payments	Documentary Requirements
			<ul style="list-style-type: none"> • Certificate of Inspection and Acceptance issued by End-user. • Training certificates or vouchers • Sales Invoice or Billing statement.
Within one (1) year from receipt of certificate of inspection and acceptance.	Performance and Health Check Maintenance	5%	<ul style="list-style-type: none"> • Service Report for performance and health check attested to and received by End-user. • Sales Invoice or Billing statement for month no. 1, 2 and 3
		5%	<ul style="list-style-type: none"> • Service Report for performance and health check attested to and received by End-user. • Sales Invoice or Billing statement for month no. 4, 5 and 6
		5%	<ul style="list-style-type: none"> • Service Report for performance and health check attested to and received by End-user. • Sales Invoice or Billing statement for month no. 7, 8 and 9
		5%	<ul style="list-style-type: none"> • Service Report for performance and health check attested to and received by End-user. • Sales Invoice or Billing statement for month no. 10, 11 and 12

Approved by:



ELIZAR S. CANTUBA

Information Technology Officer III
 Chief, Network Infrastructure Management Division
 Knowledge and Information Systems Service
 Department of Environment and Natural Resources



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B. Other Requirements

1. Bidder has no overdue deliveries or unperformed services intended for DENR.
2. Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS/SERVICES subject of the bid.

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the above Terms of Reference

I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



Section VII. Technical Specifications



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Technical Specifications

Instruction to Bidders: *Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".*

TECHNICAL REQUIREMENTS	Bidder's Statement of Compliance*
Procurement of Enterprise Backup Software for the Department of Environment and Natural Resources-Central Office (DENR-CO) per Terms of Reference as of 20 November 2020	

Please specify the Brand/Model No. being offered in the space provided:

I hereby certify to comply with the above Technical Specifications.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

*Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB a(ii) and/or GCC Clause (iii).



Section VIII. Checklist of Technical and Financial Documents



DENR BIDS AND AWARDS COMMITTEE	
CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS	
Project:	PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)
Bid Ref. No.	Bid Ref. No. DENR-CO-2020-040
APPROVED BUDGET FOR THE CONTRACT: P6,774,570.00	
ENVELOPE 1: TECHNICAL COMPONENT	
CLASS "A" DOCUMENTS	
A. LEGAL DOCUMENTS	
<input type="checkbox"/>	(a) Valid and current Certificate of PhilGEPS Registration (Platinum Membership) issued to bidder; <i>[Note: The valid and current Certificate of Registration (Platinum Membership) shall reflect the updated eligibility documents. Should the Annex A of said Certificate reflects not updated documents, the bidder shall submit, together with the certificate certified true copies of the updated documents]</i> <u>OR</u>
<input type="checkbox"/>	(b) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives or its equivalent document; <u>and</u>
<input type="checkbox"/>	(c) Copy of any of the following documents issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas: i. Business/Mayor's Permit for 2020: or ii. Application for Business/Mayor's Permit with attached Official Receipt (OR) of payment of Licensing and Regulatory fees and 2019 Business/Mayor's Permit. <u>Note: Expired Business/Mayor's permit with Official Receipt of renewal application shall be accepted. Valid and current Business/Mayor's permit is subject for submission after award of contract but before payment, pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.</u> <u>and</u>
<input type="checkbox"/>	(d) Current and valid Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);
B. TECHNICAL DOCUMENTS	
<input type="checkbox"/>	(e) Statement 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 (per Annex I);
<input type="checkbox"/>	(f) Statement of the Bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC (per Annex I-A) <u>Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A:</u> i) Copy of End User's Acceptance; or ii) Copy of Official Receipt/s or Sales Invoice or Collection Receipt/s



- (g) Original Bid Security must be issued in favor of the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)** (must be valid for at least 120 calendar days from the date of bid opening); any one of the following forms:

Project ABC (₱)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)	Bid Security: Surety Bond (5%) (₱)	Original Bid Securing Declaration
6,774,570.00	135,491.40	338,728.50	No required Amount

1. Bid Securing Declaration per **Annex II**;
2. The Cashier's/Manager's Check shall be issued by a Local, Universal or Commercial Bank
3. The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Commercial Bank; or
4. Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must be callable on demand and must be issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. Together with the surety bond, a certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.
5. For submission of Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond, the following must be stated/specified in the Bid Security pursuant to Section III, ITB Clause 18.5, to wit:

The following are the grounds for forfeiture of Bid Security

▪ **IF A BIDDER:**

- a) Withdraws its bid during the period of bid validity.
- b) Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184.
- c) Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof.
- d) Submission of eligibility requirements containing false information or falsified documents.
- e) Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- f) Allowing the use of one's name, or using the name of another for purposes of public bidding.
- g) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.
- h) Refusal or failure to post the required performance security within the prescribed time.
- i) Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.
- j) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- k) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.
- l) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

▪ **IF THE SUCCESSFUL BIDDER:**

- a) fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or
- b) fails to furnish performance security in accordance with Section 40 of the Revised IRR of RA 9184.

Note: Duly notarized or unnotarized Bid Securing Declaration shall be accepted pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.





<input type="checkbox"/>	(h) Conformity with Schedule of Requirements and Technical Specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents.
<input type="checkbox"/>	<p>(i) Original Omnibus Sworn Statement in accordance with Section 25.3 of the IRR of RA 9184 and using the prescribed form attached as Annex III with attached <u>Proof of Authority of the bidder's authorized representative/s:</u></p> <p>i. FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Notarized or unnotarized Special Power of Attorney.</p> <p>ii. FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Notarized or unnotarized Secretary's Certificate evidencing the authority of the designated representative/s.</p> <p>Notes: 1) <i>Should there be more than one (1) appointed authorized representatives, use the word "<u>any of the following</u>" or "<u>OR</u>", otherwise, all authorized representatives must sign/initial the bid submission.</i></p> <p>2) <i>Unnotarized documents shall be accepted pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.</i></p> <p>IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.</p>
C. FINANCIAL DOCUMENTS	
<input type="checkbox"/>	(j) Audited Financial Statements (AFS) for CY 2019 with stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2020;
<input type="checkbox"/>	<p>(k) Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per Annex IV).</p> <p>The NFCC computation must be equal to the ABC of this project. The detailed computation using the required formula must be provided.</p> <p>OR</p> <p>Original copy of Committed Line of Credit (CLC) per Annex IV-A issued by a Local Universal or Local Commercial Bank at least equal to ten percent (10%) of the ABC of this project.</p> <p><u>In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements.</u></p>
Class "B" Document: (For Joint Venture)	
<input type="checkbox"/>	<p>If applicable, For Joint Ventures, Bidder to submit either:</p> <p>(i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or</p> <p>(ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex V) signed by 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 and must be in accordance with Section 23.1 (b) of the IRR</p> <p>In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i)]</p> <p>(l) <u>The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (per Annex V) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.</u></p>



ENVELOPE 2: FINANCIAL DOCUMENTS



- (a) Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Bid Form (**Annex VI**); **and**
- (b) Original of duly signed and accomplished Price Schedule(s) (**Annex VI-A or VI-B**).

The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.

Note: In case of inconsistency between the Checklist of Requirements for Bidders and the provisions in the Instruction to Bidders/Bid Data Sheet, the Instruction to Bidders/Bid Data Sheet shall prevail.



|

Section IX. Prescribed/Sample Forms



Annex I

(Bidder's Company Letterhead)

PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)

Bid Ref. No. DENR-CO-2020-040

Approved Budget for the Contract – ₱6,774,570.00

Statement of All Ongoing Government and Private Contracts, including contracts awarded but not yet started, if any, within the Last Three (3) Years

NAME OF CLIENT	NAME OF THE CONTRACT	DATE AND STATUS OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS	DATE OF DELIVERY	PURCHASE ORDER NUMBER/S OR DATE OF CONTRACT/S

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



Annex I-A

(Bidder's Company Letterhead)

PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)

Bid Ref. No. DENR-CO-2020-040

Approved Budget for the Contract – ₱6,774,570.00

Statement of Single Largest Completed Contract of Similar Nature within the Last Five (5) Years from date of submission and receipt of bids

Single completed contract of similar nature amounting to at least fifty percent (50%) of the ABC;

NAME OF CLIENT	NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	DATE OF DELIVERY	SALES INVOICE/OFFICIAL RECEIPT NO./COLLECTION RECEIPT NO. & DATE <u>OR</u> END USER'S ACCEPTANCE DATE (Please attach)

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

**Annex II****PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)****Bid Ref. No. DENR-CO-2020-040****Approved Budget for the Contract – ₱6,774,570.00**

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

BID-SECURING DECLARATION**To: DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)**

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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 Declaration¹, 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.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the bidder with the Single/Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

[Jurat]

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

**Annex III**

(Page 1 of 2)

PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)**Bid Ref. No. DENR-CO-2020-040**

Approved Budget for the Contract – ₱6,774,570.00

Omnibus Sworn StatementREPUBLIC 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 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;

**Annex III**

(Page 2 of 2)

6. Select one, delete the rest:

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the following 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 3154 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'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

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

**Annex IV****(Bidder's Company Letterhead)****PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)****Bid Ref. No. DENR-CO-2020-040****Approved Budget for the Contract – ₱6,774,570.00****CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY**
(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** _____ (P _____) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

CA	=	Current Assets	₱
LESS			-
CL	=	Current Liabilities	₱
		Sub-total 1	₱
			X 15
		Sub-total 2	₱
LESS			-
C	=	Value of all outstanding or uncompleted portions of the project under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	₱
NET FINANCIAL CONTRACTING CAPACITY			₱

Issued this _____ day of _____, 2020.

Name & Signature of Authorized Representative

Position / Date

Notes:

- 1) *The value of the bidder's 2019 current assets and current liabilities must be based on the latest Audited Financial Statements submitted to the BIR.*
- 2) *The value of all outstanding or uncompleted contracts refers to those listed in Annex I*
- 3) *The detailed computation using the required formula must be shown as provided for in Annex IV.*
- 4) *The NFCC computation must at least be equal to the sum of ABC of the project.*



Annex IV-A

Sample Form

(Name of Bank)

COMMITTED LINE OF CREDIT CERTIFICATE

Date: _____

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

DENR Main Building, DENR Compound
Visayas Avenue, Diliman, Quezon City

Contract/Project	:	_____
Company/Firm	:	_____
Address	:	_____
Bank/Financing Institution	:	_____
Address	:	_____
Amount	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned Contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance of DENR authorized representative/s.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of the Department of Environment and Natural Resources for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

This committed line of credit cannot be terminated or cancelled without the prior written approval of the Department of Environment and Natural Resources.

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred by:

Name and Signature of (Supplier/Distributor/Manufacturer/Contractor's) Authorized Representative

Official Designation

[Jurat]

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



Annex V
(Page 1 of 2)

PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)
Bid Ref. No. DENR-CO-2020-040
Approved Budget for the Contract – ₱6,774,570.00

PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as “.....”;
-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as “.....”;

For submission to the **Bids and Awards Committee** of the **Department of Environment and Natural Resources**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **Department of Environment and Natural Resources** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the **DENR BAC** a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).



Annex V
(Page 2 of 2)

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company):

Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)

Name

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by DENR of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by DENR under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of DENR.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

JV Partner 1's Representative/Authorized Signatory

JV Partner 2's Representative/Authorized Signatory

[Jurat]

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

**Annex VI**

(page 1 of 2)

**PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT
OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)
Bid Ref. No. DENR-CO-2020-040**

Approved Budget for the Contract – ₱6,774,570.00

Bid Form

To: **DENR Bids and Awards Committee**
DENR-Central Office
DENR Main Building, DENR Compound,
Visayas Avenue, Diliman, Quezon City

Gentlemen and/or Ladies:

I/We, having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin, *if any*, the receipt of which is hereby acknowledge, I/We, the undersigned offer to *supply/deliver/perform the following* in conformity with the said PBDs for the sum specified in the table below or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this bid. The total bid price includes the cost of all applicable taxes, which are itemized herein or in the Price Schedules.

Description	Total ABC (₱)	Financial Bid (₱) (VAT Inclusive)
PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)	6,774,570.00	
TOTAL BID PRICE (Amount in Words): _____		

Note: Please indicate "0" or "-" for item/s offered for free to the DENR. Incomplete financial proposal shall be considered non-responsive and thus, automatically disqualified in accordance with Section 32.2.1 (a) of the 2016 Revised IRR of RA 9184.

If our Bid is accepted, we undertake:

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



Annex VI
(page 2 of 2)

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.

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

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

The undersigned is authorized to submit the bid on behalf of the company as evidences by the attached Secretary’s Certificate/Board of Resolution/Special Power of Attorney.

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

Name of Company (in print)

Signature of Company Authorized Representative

Name & Legal Capacity (in print)

Duly Authorized to sign for and behalf of:

Date



Annex VI-A

(page __ of __)

PROCUREMENT OF STORAGE AREA NETWORK (SAN) FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR)

Bid Ref. No. DENR-CO-2020-040

Approved Budget for the Contract – ₱6,774,570.00

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

Name of Company (in print)

Signature of Company Authorized Representative

Name & Legal Capacity (in print)

Duly Authorized to sign for and behalf of:

Date



Annex VI-B

(page __ of __)

PROCUREMENT OF STORAGE AREA NETWORK (SAN) FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR)

Bid Ref. No. DENR-CO-2020-040

Approved Budget for the Contract – ₱6,774,570.00

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

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

Name of Company (in print)

Signature of Company Authorized Representative

Name & Legal Capacity (in print)

Duly Authorized to sign for and behalf of:

Date



Annex VII

(BIDDER’S CLIENT’S COMPANY LETTERHEAD)

CERTIFICATE OF PERFORMANCE EVALUATION

*[To be issued by the **Bidder’s Client** specified in Annex I-A (Single Largest Completed Contract) on the performance of the product supplied / delivered by the prospective bidder]*

This is to certify that (NAME OF BIDDER) has supplied our company/agency with (Name of Product/s) . Based on our evaluation on timely delivery, compliance to specifications and performance, warranty and after sales service, we give (NAME OF BIDDER) a rating of:

- EXCELLENT
- VERY SATISFACTORY
- SATISFACTORY
- POOR

This Certification shall form part of the Post-Qualification Documentary Requirements in line with (Name of Bidder) participation in the bidding for the **PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)**.

Issued this _____ day of _____ 2020 in _____, Philippines

Name of Company (Bidder’s Client)

Full Name of Authorized Representative

Address

Signature of Authorized Representative

Tel. No./Fax

E-mail Address



Annex VIII

(Bidder's Company Letterhead)

PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)

Bid Ref. No. DENR-CO-2020-040

Approved Budget for the Contract – ₱6,774,570.00

COMPANY PROFILE

COMPANY NAME : _____

ADDRESS : _____

HEAD OFFICE : _____

BRANCH : _____

TELEPHONE NUMBER/S : _____

HEAD OFFICE : _____

BRANCH : _____

FAX NUMBER/S : _____

HEAD OFFICE : _____

BRANCH : _____

E-MAIL ADDRESS/ES : _____

NUMBER OF YEARS IN BUSINESS : _____

NUMBER OF EMPLOYEES : _____

LIST OF MAJOR STOCKHOLDERS : _____

LIST OF BOARD OF DIRECTORS : _____

LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT [at least THREE (3)] : _____

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date