Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
Visayas Avenue, Diliman, Quezon City

PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE FOR CISCO NETWORK EQUIPMENT OF THE DEPARTMENT OF ENVIRONMENT NAD NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)

Bid Ref. No. DENR-CO-2022-018

Approved Budget for the Contract: ₱5,000,000.00

BIDS AND AWARDS COMMITTEE

May 2022

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 *Proposal* and *Tender.* (2016 revised IRR, Section 5[c])
Bidder	:	Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])
Bidding Documents	:	The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])
BIR	:	Bureau of Internal Revenue.
BSP	:	Bangko Sentral ng Pilipinas.
Consulting Services	:	Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])
CDA	:	Cooperative Development Authority.
Contract	:	Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
CIF	:	Cost Insurance and Freight.
CIP	:	Carriage and Insurance Paid.
CPI	:	Consumer Price Index.
DDP	:	Refers to the quoted price of the Goods, which means “delivered duty paid.”
DTI	:	Department of Trade and Industry.
EXW	:	Ex works.
FCA	:	“Free Carrier” shipping point.
FOB	:	“Free on Board” shipping point.
Foreign-funded Procurement or Foreign-Assisted Project	:	Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).
Framework Agreement	:	Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a

		minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)
GFI	:	Government Financial Institution.
GOCC	:	Government-owned and/or –controlled corporation.
Goods	:	Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])
GOP	:	Government of the Philippines.
GPPB	:	Government Procurement Policy Board.
INCOTERMS	:	International Commercial Terms.
Infrastructure Projects	:	Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])
LGUs	:	Local Government Units.
NFCC	:	Net Financial Contracting Capacity.
NGA	:	National Government Agency.
PhilGEPS	:	Philippine Government Electronic Procurement System.
Procurement Project	:	refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)
PSA	:	Philippine Statistics Authority.
SEC	:	Securities and Exchange Commission.
SLCC	:	Single Largest Completed Contract.
Supplier	:	refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.
UN	:	United Nations.

Section I. Invitation to Bid

INVITATION TO BID

PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE FOR THE CISCO NETWORK EQUIPMENT OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)
Bid Ref. No. DENR-CO-2022-018

Approved Budget for the Contract: **₱5,000,000.00**

1. The **Department of Environment and NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)** through the FY 2022 General Appropriations Act (GAA) intends to apply the sum of **Pesos: Five Million (5,000,000.00)** being the Approved Budget for the Contract (ABC) to payment under the contract for the **PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE FOR THE CISCO NETWORK EQUIPMENT OF THE DENR-CO:**

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) (₱)
Procurement of MAS for Cisco Network Equipment of the DENR-CO	*1 lot*	*5,000,000.00*	*2022 GAA*	*100,000.00*	*250,000.00*	*5,000.00*

* ***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 MAINTENANCE AGREEMENT SERVICE FOR THE CISCO NETWORK EQUIPMENT OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)** (hereinafter referred to as SERVICES).
4. 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 Maintenance Agreement Service for Cisco Network Equipment**".*
5. The CISCO Return Material Authorization (RMA) enrollment and subscription renewal shall be within **thirty** (**30**) **calendar days** from the receipt of Notice to Proceed (NTP).

   The Maintenance Agreement for the Cisco RMA, Corrective Maintenance, preventive Maintenance and 24/7 Technical Support shall commence upon enrollment to Cisco RMA and will be valid for **one (1) year**.
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 by requesting a copy of Order Form via email at **bac.co@denr.gov.ph** prior 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	**9:00 AM to 4:00 PM only Mondays to Fridays** Starting **24 May 2022**	BAC Secretariat c/o Dianne G. Ibias at BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City
2. Pre-Bid Conference	**03 June 2022, (Friday) 1:30 PM**	Online via Google Meet Platform****
3. Submission of Bid Documents	**16 June 2022, (Thursday) 9:00 AM**	BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City
4. Opening of Bids	**16 June 2022, (Thursday) 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 video conference.***

11. Prospective Bidders interested to join the 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)	
g. Email Address/es (to which all communications from the Bids and Awards Committee shall be sent:	
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 9:00 AM to 4:00 PM only, Mondays to Fridays starting **24 May 2022** 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 in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder/s.

(sgd.) **NORLITO A. ENERAN,** *LL.M.*, *CESO III*
Director, Legal Affairs Service &
Vice Chairperson, Bids & Awards Committee
Date: **23 May 2022**

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 MAINTENANCE AGREEMENT SERVICE FOR THE CISCO NETWORK EQUIPMENT OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)***, with identification number ***DENR-CO-2022-018***.

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 2022*** in the amount of Pesos: ***Five Million (PhP5,000,000.00)***.

2.2. The source of funding is **NGA, General Appropriations Act.**

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 Declaration[1] 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 1.0; and
(e) 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

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.3</td><td>For this purpose, contracts similar to the Project shall be:

a. “Procurement of Maintenance Agreement Service for Cisco Network Equipment”; and

b. Completed within the last five (5) years prior to the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7.1</td><td>Subcontracting is not allowed.</td></tr>
<tr><td>12</td><td>The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.</td></tr>
<tr><td>14.1</td><td>The bid security shall be in any of the following forms issued in favor of the Department of Environment and NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO):
<table>
<tr><th>Project ABC (₱)</th><th>Bid Security: Cash, Cashier’s/ Manager’s Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)</th><th>Bid Security: Surety Bond (5%) (₱)</th><th>Bid Securing Declaration</th></tr>
<tr><td>₱5,000,000.00</td><td>100,000.00</td><td>250,000.00</td><td>No required Amount</td></tr>
</table></td></tr>
<tr><td>19.3</td><td>Project will be awarded in one (1) lot.</td></tr>
<tr><td>20.2</td><td>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:

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

a) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
b) Copy of Business/Mayor’s Permit for 2022 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
c) Valid and 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 2021 received (with stamped receipt or with attached copy of acknowledgement thru email) by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2022;
e) 2021 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):</td></tr>
</table>

f) POs or Contracts for all Ongoing Contracts as listed per submitted Annex I with corresponding contact details (contact person, contact number & e-mail address);

g) Certification issued by the principal/manufacturer's local office certifying that the service provider is an authorized partner of CISCO Sytems, Inc.;

h) Certification issued by the principal/manufacturer accompanied with proof such as, but not limited to contract, delivery receipts, sales invoice and literature verifying that the Service Provider is a Cisco System Integrator for at least five (5) years in the Philippines;

i) Service Level Agreement (SLA) and Escalation Procedure/Matrix for support services.

j) 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)

2. **Submit original copy of the following:**
   a) Company Profile (per **Annex VIII).** Company printed brochure may be included.
   b) Vicinity map/location of the business.
   c) List of at least two (2) CISCO Certified Network Associates-CCNA Routing & Switching who are regular and locally-based employees with attached copy of Company ID and Certification of Employment issued by their HR Department/Office;
   d) Certification or any equivalent document certifying that the Service Provider has a 24/7 helpdesk system via phone and email support that includes the following:
      - Single point of Contact for Problem Reporting
      - Technical Engineer Dispatch Facility
      - Case Logging and Monitoring
      - Technical Support History and Reporting

(In case of Joint Venture, both partners must present/submit items a and b)

3. **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**.
4. **Submit certified true copies of the Eligibility, Technical and Financial Documents in two (2) sets, marked as "COPY 1" and "COPY 2"**

	5. Submit digital/scanned copy of the Eligibility, Technical, Financial and Post-qualification documents stored in Universal Serial Bus (USB) flash drive. 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.
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 VII (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	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: The delivery terms applicable to this Contract are delivered *in the Philippines.* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is*:* ***MARIA ELENA A. MORALLOS MANILA*** Director Knowledge and Information Systems Service Department of Environment and Natural Resources Tel. No.: (02) 8248-3367 loc1144-1145
	Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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 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.

	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.

	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Payment shall be made in accordance with Section VI. Schedule of Requirements and upon completion of the contract and submission of complete documentary requirements in accordance with prevailing accounting and auditing rules and regulations.
4	Applicable inspection and testing shall be conducted by the Inspection and Pre-Acceptance Committee of the Department.

Section VI. Schedule of Requirements

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

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 05 May 2022

Republic of the Philippines
Department of Environment and Natural Resources
Visayas Avenue, Diliman Quezon City, 1100
Tel. Nos. (632) 929-66-26 □ (632) 929-62-52
929-66-20 □ 929-66-33 to 35
929-70-41 to 43

TERMS OF REFERENCE
As of 5 May 2022

Procurement of Maintenance Agreement Service for Cisco Network Equipment of the Department of Environment and Natural Resources – Central Office (DENR-CO)

I. RATIONALE

Resilient and reliable data transport services are essential to the flow of information throughout the DENR - CO. Networking devices play a crucial part in ensuring availability where and when needed to provide operations and evidence-based decision making. With this, the DENR deemed it necessary to acquire post-warranty network support & maintenance services in the form of a Maintenance Agreement Service for its existing Cisco network equipment.

II. APPROVE BUDGET OF THE CONTRACT

The total ABC for the project is **PhP5,000,000.00** inclusive of all applicable government taxes and service charges.

III. QUALIFICATION OF SERVICE PROVIDER

A. Service provider must be an authorized partner of Cisco Systems Inc. and must be supported by a Certification from the manufacturer's local office.

B. Service providers must have at least two (2) Cisco Certified Network Associates – CCNA Routing & Switching who are regular and locally based employees. They must submit a company ID with certification of their HR Department that they are employees.

C. Service provider must be a Cisco System Integrator for at least five (5) years in the Philippines.

D. Service provider must have a 24/7 helpdesk system via phone and email support that includes:

- Single point of Contact for Problem Reporting
- Technical Engineer Dispatch Facility
- Case Logging and Monitoring
- Technical Support History and Reporting

E. Service providers must have a Service Level Agreement (SLA) and Escalation Procedure/Matrix for support services. They must submit this during post-qualification.

Page 1 of 8

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IV. PROJECT REQUIREMENTS

A. List of Equipment Covered

Device Type	Model	Description	Serial Number	*Support
WIRELESS CONTROLLER	AIR-CT5508-HA-K9	Cisco 5508 Series Wireless Controller for High Availability	FCW1945B3E7	RMA
WIRELESS CONTROLLER	AIR-CT5508-25-K9	Cisco 5508 Series Wireless Controller for up to 25 APs	FCW1601L0BL	RMA
WIRELESS CONTROLLER	AIR-CT5508-50-K9	5508 Series Controller for up to 50 APs	FCW1605L0CX	RMA
CORE SWITCH	C9500-40X-A	Catalyst 9500 40-port 10Gig switch, Network Advantage	FCW2242F17M	RMA
CORE SWITCH	C9500-40X-A	Catalyst 9500 40-port 10Gig switch, Network Advantage	FCW2325A68L	RMA
SERVER FARM SWITCH	C9300-48T-E	Catalyst 9300 48-port data only, Network Essentials	FCW2326D05Q	RMA
SERVER FARM SWITCH	C9300-48T-E	Catalyst 9300 48-port data only, Network Essentials	FCW2326D092	RMA
ACCESS SWITCH	C9200-48P-E	Catalyst 9200 48-port PoE+, Network Ess	JAE24050U60	RMA
ACCESS SWITCH	C9200-48P-E	Catalyst 9200 48-port PoE+, Network Ess	JAE24050U80	RMA
ACCESS SWITCH	C9200-48P-E	Catalyst 9200 48-port PoE+, Network Ess	JAE2405131G	RMA

* **RMA -** Return Material Authorization (see section IV.C.2 – Hardware and Software Support)

B. Summary

Description of Services		Entitlement
Maintenance Period		One (1) year upon enrollment
Service Request	Service Desk	Available 24 x 7
	Landline/Mobile/SMS	
	E-mail	
Phone Support	Response Time	Within 30 minutes upon receipt of call by helpdesk representative
Engineering Services	Availability	24 x 7 Mondays Thru Sundays including Holidays
	Onsite Response Time	Within 4 hours
Hardware Parts Replacement	RMA Charges	Included
	Availability	Sixty (60) Working Days
Maintenance Service	Corrective Maintenance	Unlimited
	Preventive Maintenance	Every three (3) months of the maintenance period
Manufacturer's Support Services	Software	Subscription Renewal. Fix Releases, Updates or Upgrades.

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C. Scope of Service

1. Corrective Maintenance and On-site Engineer

The winning service provider must provide at least one (1) on-site engineer for a period of one (1) year to augment the current technical staff of the DENR Central Office. This is to be able to provide Level 1 (L1) and Level 2 (L2) support on Routing and Switching and other equipment covered under section IV.A. Support would refer to L1 and L2 incident handling, L1 and L2 request fulfillment and network and device monitoring.

The on-site engineer must be certified under Cisco Certified Network Associate – CCNA Routing & Switching.

The on-site engineer will be stationed at the DENR-CO and shall:

- Report to the DENR-CO Network Infrastructure and Management Division (NIMD) eight hours a day for five days during weekdays and shall be on-call during Saturdays and Sundays to respond to an incident call.
- Monitor the DENR network using the monitoring tool provided to him/her by the NIMD.
- Report the incident to the service provider's helpdesk if on-site handling is not sufficient (see escalation process).
- If the incident cannot be resolved, the support and on-site engineers shall decide if the equipment is to be pulled out (see below for Hardware and Software Support).

2. Hardware and Software Support

A post warranty support and maintenance services will be in effect during the maintenance period and shall cover the following:

- The winning service provider shall supply the necessary spare parts and units for the purpose of maintaining the equipment covered in this document (Section IV.A) hereof to its proper working condition.
- RMA for defective and non-repairable equipment.
- A service or replacement unit of the same or alternative specification as that of the defective equipment shall be provided while the equipment is undergoing RMA. Spare units may be brand new units or refurbished units that are in good working condition.
- For any fault call regarding Software concerns, the winning service provider will remotely access the equipment to do trouble-shooting and fault-fixing. If required, available software patching for bug-fixes provided by the Principal will be done.
- The winning Service Provider will interface and coordinate with the Business Partner representative until the issue has been resolved. Regular updates of fault/issue rectification will be provided.

Note: *The winning service provider shall shoulder all the costs related to the repair and shipment of the equipment subject to RMA.*

3. Preventive Maintenance

The winning service provider shall perform a routine preventive maintenance (PM) program on the equipment at the site. The parties shall mutually agree upon the specific date and time for each preventive maintenance activity hereon.

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The scope shall cover the following Preventive Maintenance activities:

- General check-up of the equipment or hardware covered under section IV.A.
- General check-up on any program or software used in the operation of any equipment or hardware provided by the winning service provider;
- Conduct a complete diagnostic routine within the system.
- Provide/submit Maintenance and Technical report based on the current installed software and/or module configurations.
- Issue certification that the DENR Network is in optimal condition after each preventive maintenance activity.

4. Service Level Credits

Service Level Credits are credits given by the winning service provider in lieu of damages, when their performance falls below the agreed-upon level as indicated on section IV.B. Some indicated parameters (see below) if not met, shall carry a corresponding "Service Level Credit" in favor of DENR:

a. Response Time (Phone and Email Support)

LENGTH OF DELAY	*CREDIT
Less than 30 minutes	None
Every hour exceeding 30 minutes	1/6 day

b. Response Time (Onsite Support)

LENGTH OF DELAY	*CREDIT
Less than 4 hours	None
Every hour exceeding the 4 hours	2/5 day

c. Turn around time (RMA)

LENGTH OF DELAY	*CREDIT
Less than 60 working days	None
Every day exceeding the 60 working days maximum turnaround time.	3/5 day

* 1/6-day Computation: (Total percentage of PM payments / 365) X 0.17
  2/5-day Computation: (Total percentage of PM payments / 365) X 0.4
  3/5-day Computation: (Total percentage of PM payments / 365) X 0.6

** Gathered credits shall be computed per quarter of the maintenance period and will be subtracted from the payments for the PM of that quarter. If no PM were performed in the quarter, the gathered credits shall be applied to the payments to the following PM and so on and so forth.

5. Other services

- Provide DENR a recommendation on the improvement of its Network Infrastructure.
- Provide notification, recommendation and assistance in handling End-of-Life (EOL) and End-of-Support (EOS) milestones of the equipment covered under section IV.A.

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- Provide support to DENR's network staff and personnel should a required set-up and/or configuration is needed on the network.
- Provide networking software maintenance updates for minor and/or major releases and encountered vulnerabilities during the maintenance period.

D. Certificate of Enrollment

The winning service provider must provide a certificate of RMA Enrollment and Subscription in favor of the Department of Environment and Natural Resources (DENR) which shall indicate the following:

- Product Name and Description.
- Equipment Covered. (with Serial Number/s)
- Validity Period for RMA.
- Support for Upgrades or Updates during the validity period.
- Other Terms and Conditions (if any).

V. Duties and Responsibilities of the Winning Service Provider

A. The service provider shall schedule four (4) times a year for preventive maintenance check-up which shall be scheduled once every three (3) months;and

B. The date of the preventive services shall be fixed by agreement, at least three (3) days beforehand. Both parties deserve the right to change the date of the activity with valid notice within twenty-four (24) hours before the scheduled visit.

VI. DUTIES AND RESPONSIBILITIES OF THE DENR

A. Grant the winning 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 NIMD personnel;
B. Monitor the provided services and verify if the parameters under the Service Level are met and performed by the winning service provider; and
C. Issue Certificate of Completion from NIMD after every preventive maintenance.

VII. DURATION/TERMS OF CONTRACT

A. The Cisco RMA enrollment and subscription renewal, shall be within thirty (30) calendar days from receipt of NTP.
B. The Maintenance Agreement for the Cisco RMA, Corrective Maintenance, Preventive Maintenance and 24/7 Technical Support shall commence upon enrollment to Cisco RMA and will be valid for One (1) Year.

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VIII. TERMS OF PAYMENT

DENR shall pay the service provider for its services only after the issuance of Certificate of Completion. The payments for the services will be done 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	• Cisco RMA Enrollment	60%	• Certificate of Enrollment. • Sales Invoice or Billing statement.
Within One (1) Year from enrollment of Cisco RMA	• 1st Preventive Maintenance	10%	• Preventive Maintenance Report. • Service Report if a Corrective Maintenance was conducted during the PM period. • Sales Invoice or Billing statement.
	• 2nd Preventive Maintenance	10%	
	• 3rd Preventive Maintenance	10%	
	• 4th Preventive Maintenance	10%	

MARIA ELENA A. MORALLOS MANILA
Director
Knowledge and Information Systems Service
Department of Environment and Natural Resources

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ANNEX A: (On-site Engineer Scope of Work-SOW)

WORK HOURS: Eight (8) hours a day during weekdays and shall be on-call during Saturdays and Sundays
LOCATION: DENR Central Office

DUTIES and RESPONSIBILITIES:

LEVEL 1 AND LEVEL 2 NETWORK SUPPORT ENGINEER

1. **Fulfilment of Service Request**

   Service Request shall be defined as those changes that are low risk and frequently recurring such as:

   - Access port configuration to ensure that end devices will have access in respect to network connectivity.
   - IP address and port assignment for the end devices.
   - Configuration of basic parameters of routing and switching equipment such as:
     - Hostname
     - Enable password
     - Management IP Address
     - Login Banner
     - Default Gateway/Default Route
   - Back up of logs of routers/switches.

   During implementation of Service Request, The winning service provider shall strictly follow the Network Change Management Process of the customer if available.

2. **Incident Restoration**

   During an incident, on-site support shall provide Level 1 checking and troubleshooting to restore the services such as:

   Layer 1:
   Checking of cable connection of affected equipment.
   Physical checking of equipment status such as port LED indicators, Power LED indicators, Link LED indicators.

   Layer 2:
   Checking and troubleshooting of port type configuration such as Access port.
   Checking and troubleshooting of configuration of port aggregation such as port channeling.
   Checking and troubleshooting of configuration of VLAN and port VLAN membership.
   Checking and troubleshooting of configuration of Port Security
   IOS changes (upgrade/downgrade) on layer 2 devices such as access switches that is needed to restore a service or resolve a problem

   Layer 3:
   Checking and troubleshooting of inter-VLAN routing configuration on the core or distribution switches.
   Checking and troubleshooting of static-routing configuration on the core or distribution switches.
   Checking and troubleshooting of SNMP and Net Flow configuration.
   Checking and troubleshooting of basic Access Lists configuration.

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IOS upgrade/downgrade on layer 3 devices such as distribution switches/core switches with close coordination with Level 2 support of the DENR.

- Submits reports such as Activity Reports, Incident Reports and other reports as required.
- Strictly monitors time in handling incidents and escalates to Level 2 support if needed.
- Installation of Service Unit provided by the customer.
- Interacts with Level 2/ Level 3 support of the DENR or equipment vendor in restoring the services and resolving problems.

3. **Monitoring and checking of the network and equipment status through DENR provided monitoring tool**

Services Exclusions and Assumptions

On-site Support Engineer does not support the following services as part of this proposal

- Any other equipment that are not listed on the List of Equipment under this document (see section IV.A) is not covered in this SOW.
- Support of end user device, including software or applications residing in these devices is not included.
- Managing the DENR's operation
- Cabling works.
- Bulk Service Request or Bulk Moves, Adds and Changes that may require additional manpower aside from the On-site Support Engineer is not included. Such requirement shall be evaluated and a proposal shall be provided to the DENR. If both parties agree on the proposal, then such request shall be implemented.
- Transfer of Equipment, Installation and commissioning of new equipment
- Provisioning, Installation and commissioning of monitoring tools
- Preventive Maintenance is not included.
- If there is a need for remote sites on-site support, this needs to be coordinated with the winning service provider's Account Manager for proper handling. Installation of service unit for the remote sites is not included.
- It is assumed that DENR has its own ticketing system to log incident and problem reported.
- It is assumed that the DENR has the helpdesk to receive, log and dispatch incident calls
- Supply of service unit as well as the processing of RMA replacement
- Creation of network operational policies such as network's event management, change management, incident management and problem management
- Replacement/Reliever engineer if the on-site assigned engineer has rendered an overtime exceeding 7 hours on the previous work day and will not be able to report for work the next day.

Services Considerations

- Work hours are pegged at 8x5.
- Overtime of the On-site Support Engineer. If overtime shall be required, a corresponding compensatory time off shall be computed and shall be claim.
- There is no Service Level Agreement (SLA).
- If during the duration of the contract the on-site engineers cannot handle the workload, the winning service provider shall propose additional on-site 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

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

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".***

Project Requirements	*Bidder's Statement of Compliance
PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE FOR CISCO NETWORK EQUIPMENT OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) per Terms of Reference dated 05 May 2022	

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 MAINTENANCE AGREEMENT SERVICE FOR THE CISCO NETWORK EQUIPMENT OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)**

Bid Ref. No. **Bid Ref. No. DENR-CO-2022-018**

APPROVED BUDGET FOR THE CONTRACT: ₱5,000,000.00

ENVELOPE 1: TECHNICAL COMPONENT

CLASS "A" DOCUMENTS

A. LEGAL DOCUMENTS

☐	(a) Valid and current **Certificate of PhilGEPS Registration (Platinum Membership)** (all pages) ***in accordance with Section 8.5.2 of the iRR*** (pursuant to GPPB Resolution No. 15-2021, dated 14 October 2021);

B. TECHNICAL DOCUMENTS

☐	(b) 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**);
☐	(c) 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**) *Similar in Nature shall mean "**Procurement of Maintenance Agreement Service for Cisco Network Equipment**"* Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A: i) Copy of End User's Acceptance; or ii) Copy of Official Receipt/s or Sales Invoice or Collection Receipt/s
☐	(d) Original Bid Security must be issued in favor of the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)** (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
5,000,000.00	100,000.00	250,000.00	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.

(e) 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.
☐	(f) Conformity with Schedule of Requirements and Technical Specifications, as enumerated and specified in **Sections VI and VII** of the Bidding Documents.
☐	(g) Original duly signed **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 **Proof of Authority of the bidder's authorized representative/s**: i. **FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):** Notarized Special Power of Attorney. ii. **FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:** Notarized Secretary's Certificate evidencing the authority of the designated representative/s. ***Note:*** ***Should there be more than one (1) appointed authorized representatives, use the word "any of the following" or "OR", otherwise, all authorized representatives must sign/initial the bid submission.*** **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.

C. FINANCIAL DOCUMENTS	
☐	(h) Net Financial Contracting Capacity (NFCC) computation**,** in accordance with ITB Clause 5.5, (per **Annex IV).** The NFCC computation must at least be equal to the ABC of this project. The detailed computation using the required formula must be provided. **OR** 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. **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.**
Class "B" Document: (For Joint Venture)	
☐	**If applicable, For Joint Ventures, Bidder to submit either:** (i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or (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 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)] (i) **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.**
ENVELOPE 2: FINANCIAL COMPONENT	
☐ ☐	(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.

Section IX. Prescribed/Sample Forms

Annex I

(Bidder's Company Letterhead)

PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE FOR CISCO NETWORK EQUIPMENT FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)
Bid Ref. No. DENR-CO-2022-018
Approved Budget for the Contract – ₱5,000,000.00

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
TOTAL				_____	_____		

CERTIFIED CORRECT:

_____
Name & Signature of Authorized Representative

_____
Position

_____
Date

Annex I-A

(Bidder's Company Letterhead)

PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE FOR CISCO NETWORK EQUIPMENT FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)
Bid Ref. No. DENR-CO-2022-018
Approved Budget for the Contract – ₱5,000,000.00

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 OR END USER'S ACCEPTANCE DATE (Please attach)

CERTIFIED CORRECT:

_____
Name & Signature of Authorized Representative

_____
Position

_____
Date

Annex II

PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE FOR CISCO NETWORK EQUIPMENT FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)
Bid Ref. No. DENR-CO-2022-018
Approved Budget for the Contract – ₱5,000,000.00

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

BID-SECURING DECLARATION

To: DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)

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 Declaration[1], 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 MAINTENANCE AGREEMENT SERVICE FOR CISCO NETWORK EQUIPMENT FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)
Bid Ref. No. DENR-CO-2022-018

Approved Budget for the Contract – ₱5,000,000.00

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in 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 faud 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 MAINTENANCE AGREEMENT SERVICE FOR CISCO NETWORK EQUIPMENT FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)
Bid Ref. No. DENR-CO-2022-018
Approved Budget for the Contract – ₱5,000,000.00

NET FINANCIAL CONTRACTING CAPACITY COMPUTATION
(Please show figures at how you arrived at the NFCC)

Our **Net Financial Contracting Capacity (NFCC**) which is at least equal to the total ceiling price we are bidding 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			**₱**

_____
Name & Signature of Authorized Representative

_____
Position / Date

Notes:

1) *The value of the bidder's 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 MAINTENANCE AGREEMENT SERVICE FOR CISCO NETWORK EQUIPMENT FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)
Bid Ref. No. DENR-CO-2022-018
Approved Budget for the Contract – ₱5,000,000.00

PROTOCOL/UNDERTAKINGOF 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 MAINTENANCE AGREEMENT SERVICE FOR CISCO NETWORK EQUIPMENT FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)
Bid Ref. No. DENR-CO-2022-018

Approved Budget for the Contract – ₱5,000,000.00

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	Unit/Qty.	Total ABC (₱)	Financial Bid (₱)
Procurement of Maintenance Agreement Service for CISCO Network Equipment for the DENR-CO	1 lot	5,000,000.00	
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 Clause 28.3 (a), ITB of the Bidding Documents.

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 biding upon us at any time before the expiration of that period.

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

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.

Annex VI
(page 2 of 2)

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 in the submitted Omnibus Sworn Statement.

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 MAINTENANCE AGREEMENT SERVICE FOR CISCO NETWORK EQUIPMENT FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO) (DENR-CO)
Bid Ref. No. DENR-CO-2022-018

Approved Budget for the Contract – ₱5,000,000.00

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 MAINTENANCE AGREEMENT SERVICE FOR CISCO NETWORK EQUIPMENT FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)
Bid Ref. No. DENR-CO-2022-018

Approved Budget for the Contract – ₱5,000,000.00

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 MAINTENANCE AGREEMENT SERVICE FOR THE CISCO NETWORK EQUIPMENT OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)**.

Issued this _____ day of _____ 2022 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 MAINTENANCE AGREEMENT SERVICE FOR CISCO NETWORK EQUIPMENT FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)

Bid Ref. No. DENR-CO-2022-018

Approved Budget for the Contract – ₱5,000,000.00

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