

Government of the Republic of the Philippines  
Department of Science and Technology  
Advanced Science and Technology Institute

## **PHILIPPINE BIDDING DOCUMENTS**

# **Procurement of GOODS**

*Supply and Delivery of Various Software Subscriptions*

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***



## INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF VARIOUS SOFTWARE SUBSCRIPTIONS

1. The Government of the Philippines (GOP) through the *Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI)*, through the *Fiscal Year 2025 General Appropriations Act*, intends to apply the following sum of money being the ABC to payments under the contract for each lot:

Lot No.	Description	Quantity	Unit	Unit Cost (₱)	ABC (₱)
1	Renewal Numerical Cloud Subscription	2	License	58,300.00	116,600.00
2	Renewal PCB Design Commercial License Subscription	3	License	456,000.00	1,368,000.00
3	Software License Subscription to Solid Modeling CAD Application	1	Lot	150,000.00	150,000.00
4	Software License Subscription to Solid Modeling CAD Application	1	Lot	520,000.00	520,000.00
5	Software License Subscription to PDF Editor	10	License	14,291.75	142,917.50
6	Creative Design Suite	1	Lot	125,000.00	125,000.00
7	Visual Web Development and Design Platform 1	1	Lot	27,000.00	27,000.00
8	Collaborative LaTeX Editor	1	Lot	130,000.00	130,000.00
9	UI/UX Design Platform	1	Lot	48,000.00	48,000.00
<b>GRAND TOTAL</b>					<b>2,627,517.50</b>

2. The ***DOST-ASTI*** now invites bids for the above Procurement Project. Delivery of the Goods is required ***as specified in Section VI. Schedule of Requirements***. Bidders should have completed, within ***three (3) years, specifically from 17 June 2022 to 16 June 2025*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **DOST-ASTI** and inspect the Bidding Documents at the address given below during **8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **29 May 2025** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos Only (P5,000.00) for all lots/items**.

For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.

Approved Budget for the Contract	Maximum Cost of Bidding Documents
500,000.00 and below	P500.00
More than 500,000 up to 1 Million	P1,000.00
More than 1 Million up to 5 Million	P5,000.00
More than 5 Million up to 10 Million	P10,000.00
More than 10 Million up to 50 Million	P25,000.00
More than 50 Million up to 500 Million	P50,000.00
More than 500 Million	P75,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees ***in person or through electronic means***.

6. The **DOST-ASTI** will hold a Pre-Bid Conference on **05 June 2025, 09:00 AM** through videoconferencing/webcasting ***via Microsoft Teams (see details below)***, which shall be open to prospective bidders.

<https://bit.ly/3Z72n8K>



7. Bids must be duly received by the BAC Secretariat through ***manual submission*** at the office address indicated below on or before **17 June 2025, 9:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **17 June 2025, 9:30 AM** at the given address below and/or via videoconferencing/webcasting ***via Microsoft Teams (see details below)***. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

<https://bit.ly/4jgmM29>



10. The **DOST-ASTI** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

**Ms. KATHERINE BABARAN-RAMOS**

Head, Secretariat

Bids and Awards Committee (BAC)

c/o Procurement Management Section

Finance and Administration Division

Advanced Science and Technology Institute

G/F DOST-ASTI Bldg., C.P. Garcia Ave., U.P. Campus

Diliman, Quezon City 1101

Email: [bac-sec@asti.dost.gov.ph](mailto:bac-sec@asti.dost.gov.ph)

Tel. No.: +63 2 8249-8500 loc. 1212/1214

[www.asti.dost.gov.ph](http://www.asti.dost.gov.ph)

12. You may visit the following websites for downloading of Bidding Documents:

- (i) DOST-ASTI website at <https://asti.dost.gov.ph/>; and
- (ii) PhilGEPS website at <https://notices.philgeps.gov.ph/>.

**29 May 2025**

*Date of Issue*

**JEFFREY A. ABOROT**

*Chairperson, DOST-ASTI BAC*

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *DOST-ASTI* wishes to receive Bids for the *Supply and Delivery Various Software Subscriptions*, with identification number *Invitation to Bid No. 25-05-028-A dd. 28 May 2025*.

The Procurement Project (referred to herein as “Project”) is composed of *nine (9) items/lots*, 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 *Fiscal Year 2025* in the amount of *Two Million Six Hundred Twenty-Seven Thousand Five Hundred Seventeen Pesos 50/100 and Only (₱2,627,517.50)*.

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

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- a. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - b. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - c. When the Goods sought to be procured are not available from local suppliers; or
  - d. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. *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*.

## 8. Pre-Bid Conference

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

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years, specifically from 17 June 2022 to 16 June 2025* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- 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 the **BDS**.

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid *one hundred twenty (120) 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 of the first and second components of its Bid.

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

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

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 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 Entity's 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 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

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

- 19.4. The Project shall be awarded as follows one Project having several items, which shall be awarded as separate contracts per item.
- 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 Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

### ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause																																																	
5.3	For this purpose, contracts similar to the Project shall be:  <i>a. Supply and Delivery of Various Software Subscriptions;</i>  <i>b. completed within <b>three (3) years, specifically from 17 June 2022 to 16 June 2025</b> prior to the deadline for the submission and receipt of bids.</i>																																																
7.1	<i>No further instructions.</i>																																																
12	The price of the Goods shall be quoted DDP <b>DOST-ASTI, CP Garcia Ave., UP Technopark, UP Campus, Diliman, Quezon City 1101</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.																																																
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <b>Fifty-Two Thousand Five Hundred Fifty Pesos and 35/100 Only (P52,550.35) or the following amounts (if per lot)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit:</p> <table><tr><th>Lot No.</th><th>Description</th><th>Total Amount / ABC (P)</th><th>Bid Security (P)</th></tr><tr><td>1</td><td>Renewal Numerical Cloud Subscription</td><td>116,600.00</td><td>2,332.00</td></tr><tr><td>2</td><td>Renewal PCB Design Commercial License Subscription</td><td>1,368,000.00</td><td>27,360.00</td></tr><tr><td>3</td><td>Software License Subscription to Solid Modeling CAD Application</td><td>150,000.00</td><td>3,000.00</td></tr><tr><td>4</td><td>Software License Subscription to Solid Modeling CAD Application</td><td>520,000.00</td><td>10,400.00</td></tr><tr><td>5</td><td>Software License Subscription to PDF Editor</td><td>142,917.50</td><td>2,858.35</td></tr><tr><td>6</td><td>Creative Design Suite</td><td>125,000.00</td><td>2,500.00</td></tr><tr><td>7</td><td>Visual Web Development and Design Platform</td><td>27,000.00</td><td>540.00</td></tr><tr><td>8</td><td>Collaborative LaTeX Editor</td><td>130,000.00</td><td>2,600.00</td></tr><tr><td>9</td><td>UI/UX Design Platform</td><td>48,000.00</td><td>960.00</td></tr></table> <p>b. The amount of not less than <b>One Hundred Thirty-One Thousand Three Hundred Seventy-Five Pesos and 87/100 Only (P131,375.87) or the following amounts (if per lot)</b>, if bid security is in Surety Bond or the following amounts per lot:</p> <table><tr><th>Lot No.</th><th>Description</th><th>Total Amount / ABC (P)</th><th>Bid Security (P)</th></tr><tr><td>1</td><td>Renewal Numerical Cloud Subscription</td><td>116,600.00</td><td>5,830.00</td></tr></table>	Lot No.	Description	Total Amount / ABC (P)	Bid Security (P)	1	Renewal Numerical Cloud Subscription	116,600.00	2,332.00	2	Renewal PCB Design Commercial License Subscription	1,368,000.00	27,360.00	3	Software License Subscription to Solid Modeling CAD Application	150,000.00	3,000.00	4	Software License Subscription to Solid Modeling CAD Application	520,000.00	10,400.00	5	Software License Subscription to PDF Editor	142,917.50	2,858.35	6	Creative Design Suite	125,000.00	2,500.00	7	Visual Web Development and Design Platform	27,000.00	540.00	8	Collaborative LaTeX Editor	130,000.00	2,600.00	9	UI/UX Design Platform	48,000.00	960.00	Lot No.	Description	Total Amount / ABC (P)	Bid Security (P)	1	Renewal Numerical Cloud Subscription	116,600.00	5,830.00
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19.3	<p><b><i>The project will be awarded per item/lot, as follows:</i></b></p> <table><tr><th>Lot No.</th><th>Description</th><th>Quantity</th><th>Unit</th></tr><tr><td>1</td><td>Renewal Numerical Cloud Subscription</td><td>2</td><td>License</td></tr><tr><td>2</td><td>Renewal PCB Design Commercial License Subscription</td><td>3</td><td>License</td></tr><tr><td>3</td><td>Software License Subscription to Solid Modeling CAD Application</td><td>1</td><td>Lot</td></tr><tr><td>4</td><td>Software License Subscription to Solid Modeling CAD Application</td><td>1</td><td>Lot</td></tr><tr><td>5</td><td>Software License Subscription to PDF Editor</td><td>10</td><td>License</td></tr><tr><td>6</td><td>Creative Design Suite</td><td>1</td><td>Lot</td></tr><tr><td>7</td><td>Visual Web Development and Design Platform</td><td>1</td><td>Lot</td></tr><tr><td>8</td><td>Collaborative LaTeX Editor</td><td>1</td><td>Lot</td></tr><tr><td>9</td><td>UI/UX Design Platform</td><td>1</td><td>Lot</td></tr></table>	Lot No.	Description	Quantity	Unit	1	Renewal Numerical Cloud Subscription	2	License	2	Renewal PCB Design Commercial License Subscription	3	License	3	Software License Subscription to Solid Modeling CAD Application	1	Lot	4	Software License Subscription to Solid Modeling CAD Application	1	Lot	5	Software License Subscription to PDF Editor	10	License	6	Creative Design Suite	1	Lot	7	Visual Web Development and Design Platform	1	Lot	8	Collaborative LaTeX Editor	1	Lot	9	UI/UX Design Platform	1	Lot
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20.2	<p><b><i>The following income and business tax returns are required to be submitted within five (5) calendar days from receipt of notice from the DOST-ASTI BAC:</i></b></p> <p><b><i>a. Latest Income Tax Returns; and</i></b> <b><i>b. Latest Value Added Tax Returns six (6) months prior to the submission of bids.</i></b></p> <p><b><i>The income and business tax returns stated above should have been filed through Electronic Filing and Payment System or eFPS.</i></b></p> <p><b><i>Documents submitted during post-qualification or as part of post-qualification documents must be certified by the bidder’s authorized representative to be true copy/ies of the original.</i></b></p>																																								
21.1	<p><b><i>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity:</i></b></p> <p><b><i>a. Proof of Authority of the Bidder’s authorized representative/s, i.e., Secretary’s Certificate or Special Power of Attorney;</i></b></p>																																								

	<p><i>b. Proof of Offers for manufacturer's supplied items containing all the technical information about the product, i.e., product brochures, unamended product literature, etc.; and</i></p> <p><i>c. Service Level Agreement (pro-forma provided for under Section VIII. Checklist of Technical and Financial Documents).</i></p>
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## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 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 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**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP <b><i>delivered to DOST-ASTI, CP Garcia Ave., UP Technopark, UP Campus, Diliman, Quezon City 1101 and/or its other extension offices.</i></b> In accordance with INCOTERMS.</p> <p>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are <b><i>delivered to DOST-ASTI, CP Garcia Ave., UP Technopark, UP Campus, Diliman, Quezon City 1101 and/or its other extension offices.</i></b> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b><i>Ms. Mary Drol Dee Q. Gilla, Property and Supply Officer</i></b> and/or her authorized <b><i>Property and Supply Inspector/Investigator.</i></b></p>
2.2	<p><b><i>Payments shall be made only upon certification by the Head of the Procuring Entity or End-user Unit that the Goods are delivered in accordance with the terms of this contract and are duly inspected and accepted.</i></b></p>
4	<p>The inspections and tests will be conducted <b><i>as required by the End-user Unit and/or Property and Supply Section.</i></b></p>

## ***Section VI. Schedule of Requirements***

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

<b>Lot No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Renewal Numerical Cloud Subscription	Two (2) License	Two (2) License	Sixty (60) calendar days upon issuance of Notice to Proceed (NTP).
2	Renewal PCB Design Commercial License Subscription	Three (3) License	Three (3) License	Thirty (30) calendar days upon issuance of NTP.
3	Software License Subscription to Solid Modeling CAD Application	One (1) Lot	One (1) Lot	Upon issuance of NTP, the winning bidder is required to deliver the subscription within five (5) calendar days before the existing subscription expires.
4	Software License Subscription to Modeling CAD Application	One (1) Lot	One (1) Lot	Upon issuance of NTP, the winning bidder is required to deliver the subscription within five (5) calendar days before the existing subscription expires.
5	Software License Subscription To PDF Editor	Ten (10) License	Ten (10) License	Subscription period should be activated Thirty (30) days upon receipt of NTP.
6	Creative Design Suite	One (1) Lot	One (1) Lot	Service provider must deliver the subscription within thirty (30) calendar days of issuance of NTP.
7	Visual Web Development and Design Platform	One (1) Lot	One (1) Lot	Service provider must deliver the subscription within thirty (30) calendar days of issuance of NTP.

8	Collaborative LaTeX Editor	One (1) Lot	One (1) Lot	Service provider must deliver the subscription within thirty (30) calendar days of issuance of NTP.
9	UI/UX Design Platform	One (1) Lot	One (1) Lot	Service provider must deliver the subscription within thirty (30) calendar days upon issuance of NTP.

## ***Section VII. Technical Specifications***

# Technical Specifications

**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 Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

***\*Please do not indicate other remarks aside from comply or not comply.***

LOT NO.	SPECIFICATION	STATEMENT OF COMPLIANCE
1	<b>RENEWAL NUMERICAL CLOUD SUBSCRIPTION</b>	
	1. GENERAL OVERVIEW	
	1.1. DOST-ASTI seeks qualified and competent bidders for Two (2) Licenses Numerical Cloud Term-Based License Subscription, which is an essential tool for the operations of EPDC in delivering goods and services to clients. Said software is necessary as EPDC staff uses the same to view, edit, and panelize submitted Gerber files of manufacturing clients.	
	1.2. The Approved Budget for the Contract (ABC) is inclusive of government taxes and all other applicable charges.	
	2. SPECIFICATIONS	
	2.1. Basic Specifications	
	2.1.1. License Type: Single activation code that can run software products on up to three (3) computers. See list in item number 2.2.1. below	
	2.1.2. Must be compatible with Windows OS	
	2.1.3. Software Subscription: Twelve (12) months including upgrade, updates & online software support	
	2.2. Software Subscription: Twelve (12) months including upgrades, updates, and online software support.	

	2.2.1. CAM Software Package: Gerber Viewing, Editing, Panelization, DFM, DFA, Compare Nets, Build Centroids, DXF, ODB++, 3D	
	2.2.2. Two-way CAD/EDA/3D Conversion Tool	
	2.2.3. 3D STEP and STL Translators: For Simulation, modeling, and 3D printing	
	3. TECHNICAL SUPPORT	
	3.1. License Subscription offered must have real-time support, user communities, comprehensive product documentation, training videos, and a knowledge base of targeted solutions for common user experiences.	
	4. WARRANTY	
	4.1. Access to online software features supports, version upgrades, new releases, bug fixes, and critical security patches must be made available for one (1) year from the date of user acceptance.	
	5. DELIVERY AND PAYMENT	
	5.1. The winning bidder is required to deliver the items to EPDC Bldg., MIRDC Compound, Bicutan, Taguig City within sixty (60) calendar days upon issuance of NTP.	
	5.2. Price must be inclusive of government taxes and other charges.	
	5.3. Payment shall only be made upon certification/acceptance of the end-user that the goods have been delivered in accordance with the terms of this contract.	
2	<b>RENEWAL PCB DESIGN COMMERCIAL LICENSE SUBSCRIPTION</b>	
	1. GENERAL OVERVIEW	
	1.1. DOST-ASTI is seeking qualified and competent bidders for the Supply and Delivery of Three (3) Licenses of PCB Design Commercial License Subscription.	
	1.2. The ABC is inclusive of all applicable government fees, taxes, and other charges.	
	2. SPECIFICATIONS	
	2.1. Basic Specifications	
	2.1.1. License Type: Private Server	
	2.1.2. Usage Type: Commercial Single Site	

	2.1.3. Software Subscription: One (1) year (including upgrade, updates, and online software support).	
	<b>2.2. KEY SPECIFICATIONS</b>	
	2.2.1. Main Features: Schematic capture, 3D PCB design, FPGA development and release/data management.	
	2.2.2. Create and search for components with the most-up to date pricing and availability from certified suppliers.	
	2.2.3. Verify design with built-in mixed analog/digital circuit simulation (analyze pre- and post-layout signal and DC power delivery)	
	2.2.4. Viewer: Open, view, and print schematic documents and libraries	
	2.2.5. Editing: All schematic and schematic library, schematic library documents	
	2.2.6. Viewer: Open CAM, manufacturing (Gerber, Drill Drawing, ODB++) and mechanical files	
	2.2.7. Importer (Gerber, ODB++): Import CAM and Mechanical Files	
	2.2.8. Editor (Gerber, ODB++): Panellise, NC route definition, DRC, export CAM and mechanical files, Netlist extraction, import and reverse-engineering	
	2.2.9. Import/Export: Supports import and/or export of designs and library data created in other design tools platforms	
	2.2.10. Library Management: Unified library management based on a single data source for all component models and linked data including 3D models, data sheets and supplier links.	
	2.2.11. Includes support for component models, pricing and availability data, managed sheets, and sub-circuits, complete projects, and fabrication/assembly files.	
	2.2.12. Compatible with simulation technology that offers a single, unified design environment for both simulation and PCB design.	
	2.2.13. Viewer: Open, view, and print PCB documents. Additionally view and navigate 3D PCBs.	
	2.2.14. Board Definition and Rules: Place/edit objects on mechanical layers, design rules for high-speed design, user-definable layer stack, design transfer from schematic,	

	position components, real-time manufacturing rule checking.	
	2.2.15. Layout: High productivity PCB layout editor, support for customizable polygons, board cut-outs, real-time rule checking, design re-use, auto-dimensioning	
	2.2.16. Interactive & Guided Routing: Interactive, guided routing (Push and Shove, Hugging, and Auto-Complete modes), differential pairs, interactive/auto-placement, pin/part swapping, track glossing, and obstacle avoidance during drag operations.	
	2.2.17. Publish to PDF/A, print or web with a controlled view of a project's history and dependencies.	
	2.2.18. Generate Gerber, NC Drill, ODB++, 3D video animations, and STEP files.	
	2.2.19. Advanced Layer Stack Management: Ability to define multiple, complex layer stacks in a single design with different layer stack sections in different regions of the PCB.	
	2.2.20. Embedded Components: Support embedding discrete components within the PCB stack-up.	
	2.2.21. Documentation Tool: Create complete documentation for fabrication and assembly in the design workspace. Includes linked PCB design and documentation data, customizable templates, intuitive mark-up tools, and customizable drawing views.	
	<b>3. TECHNICAL SUPPORT</b>	
	3.1. License Subscription offered must have real-time support, user communities, comprehensive product documentation, training videos, and a knowledge base of targeted solutions for common user experiences.	
	3.2. Technical support must be available 24/5 in all time zones.	
	3.3. Response Time for Ticket/Issue: Average of Five (5) Hours upon End-user raise of Issue/Ticket.	
	3.4. Resolution time For Ticket/Issue: Average of Six (6) Days upon End-user raise of Issue/Ticket.	
	<b>4. DELIVERY AND PAYMENT TERMS</b>	
	4.1. Access to online software features supports, version upgrades, new releases, bug fixes, and	

	critical security patches must be made available for one (1) year from the date of user acceptance.	
	<b>5. PAYMENT AND DELIVERY TERMS</b>	
	5.1. Delivery must be delivered to EPDC Bldg., MIRDC Compd., Bicutan, Taguig City within thirty (30) calendar days upon issuance of NTP.	
	5.2. Price must be inclusive of government taxes and other charges.	
	5.3. Payment shall only be made upon certification/acceptance of the end-user that the goods have been delivered in accordance with the terms of the terms of this contract.	
<b>3</b>	<b>SOFTWARE LICENSE SUBSCRIPTION TO SOLID MODELING CAD APPLICATION</b>	
	<b>1. GENERAL OVERVIEW</b>	
	1.1. DOST-ASTI is seeking qualified and competent bidders for the RENEWAL OF ONE (1) LOT OF ASTI'S EXISTING SOLID MODELING CAD APPLICATION LICENSE, particularly SOLIDWORKS.	
	1.2. The above subscription service renewal is necessary as the project has an existing Solid Modeling CAD Application used to design 3D models of various modules and mechanical parts for the project.	
	1.3. The procurement of SOLIDWORKS is pursuant to Section 18 of the 2016 revised IRR of RA N0. 9184 which provides, "Reference to brand names shall not be allowed except for items and parts that are compatible with the existing fleet or equipment of the same make and brand, and to maintain the performance, functionality and useful life of the equipment."	
	1.4. The ABC includes all applicable government taxes and services charges.	
	1.5. Number of licenses: One (1) license	
	1.6. Duration: 12 months.	
	<b>2. TECHNICAL SPECIFICATIONS</b>	
	2.1. Immediate and exclusive access to all new SOLIDWORKS releases and upgrades, live technical support, products, extensive online resources, and enhancement request privileges	
	2.1.1. Automatically receive the latest versions of SOLIDWORKS software when it's released.	

	2.1.2. Full access to live technical support from your local SOLIDWORKS value-added reseller	
	2.2. Access to privileged content on My.SolidWorks.com.	
	2.3. Access to the latest 3D/2D software product plugins.	
	2.4. Exclusive access to latest developments and select Service Packs	
	2.5. Full access to live technical support.	
	2.6. Access to the knowledge base with help documentation, tutorials, training videos, and community support forums	
	<b>3. WARRANTY AND AFTER-SALES SUPPORT</b>	
	3.1. Access to software features, support, version upgrades, new releases, bugfixes and critical security patches must be made available for one (1) year from the date of user acceptance.	
	<b>4. DELIVERY AND PAYMENT TERMS</b>	
	4.1. Upon issuance of NTP, the winning bidder is required to deliver the subscription within five (5) calendar days before the existing subscription expires.	
<b>4</b>	<b>SOFTWARE LICENSE SUBSCRIPTION TO SOLID MODELING CAD APPLICATION</b>	
	<b>1. GENERAL OVERVIEW</b>	
	1.1. DOST-ASTI is seeking qualified and competent bidders for the SUPPLY AND DELIVERY OF ONE (1) LOT OF SOLID MODELING CAD APPLICATION LICENSE, particularly SOLIDWORKS Simulation Premium to be used to validate 3D models designed for the project.	
	1.2. The above software subscription is necessary and being used during the research and development under STRIIDER project.	
	1.3. The procurement of SOLIDWORKS Simulation Premium is pursuant to Section 18 of the 2016 revised IRR of RA N0. 9184 which provides, "Reference to brand names shall not be allowed except for items and parts that are compatible with the existing fleet or equipment of the same make and brand, and to maintain the performance, functionality and useful life of the equipment."	
	1.4. The ABC includes all applicable government taxes and services charges.	

	1.5. Number of licenses: One (1) license	
	1.6. Duration: 12 months	
	<b>2. TECHNICAL SPECIFICATIONS</b>	
	2.1. Efficiently evaluate designs for nonlinear and dynamic response, dynamic loading, and composite materials.	
	2.2. Fully integrated in SOLIDWORKS® 3D CAD	
	2.3. Equipped with features or capable of performing the following:	
	2.3.1. Finite Element Analysis (FEA) Modelling	
	2.3.2. Interactions and connectors	
	2.3.3. Loads and constraints	
	2.3.4. Stress hot spot diagnostics	
	2.3.5. Communication with reports and eDrawings	
	2.3.6. Linear static simulation for assemblies	
	2.3.7. Time-based motion	
	2.3.8. Design comparison studies	
	2.3.9. Trend tracker	
	2.3.10. Automatic conversion of toolbox fasteners and bolts	
	2.3.11. Design optimization	
	2.3.12. Load case manager	
	2.3.13. Advanced interactions and connectors	
	2.3.14. Topology optimization studies	
	2.3.15. Pressure vessel design	
	2.3.16. 2D simplification	
	2.3.17. Simulations:	
	2.3.17.1. Event-based motion simulation	
	2.3.17.2. Frequency simulation	
	2.3.17.3. Buckling or collapse simulation	
	2.3.17.4. Thermal simulation	
	2.3.17.5. Drop test simulation	
	2.3.17.6. Sub modeling simulation	
	2.3.17.7. Linear dynamic simulation	
	2.3.17.8. Nonlinear simulation	
	2.3.17.9. Composites simulation	
	<b>3. WARRANTY AND AFTER-SALES SUPPORT</b>	
	3.1. Access to software features, support, version upgrades, new releases, bugfixes and critical security patches must be made available for one (1) year from the date of user acceptance.	
	<b>4. DELIVERY AND PAYMENT TERMS</b>	
	4.1. Upon issuance of NTP, the winning bidder is required to deliver the subscription within five (5)	

	calendar days before the existing subscription expires.	
<b>5</b>	<b>SOFTWARE LICENSE SUBSCRIPTION TO PDF EDITOR</b>	
	1. GENERAL OVERVIEW	
	1.1. DOST-ASTI is seeking qualified and competent bidders for the Supply and Delivery of ten (10) licenses of PDF Editor. The contract's duration shall be for twelve (12) months.	
	1.2. The ABC is inclusive of all applicable government taxes and service charges.	
	2. TECHNICAL SPECIFICATIONS	
	2.1. Total of ten (10) PDF editor licenses which comprise of:	
	2.1.1. Renewal of DOST-ASTI's five (5) existing licenses; and	
	2.1.2. Purchase of additional five (5) licenses.	
	2.2. Subscription period is twelve (12) months	
	2.3. Edit and modify PDF contents	
	2.4. Export PDF Content	
	2.5. Standard and XFA Form Filling	
	2.6. OCR Text Recognition	
	2.7. Scan documents directly to PDF file	
	2.8. Edit scanned documents	
	2.9. Compare PDF documents	
	2.10. Design and deploy electronic forms	
	2.11. Content Management System Integration	
	2.12. RPA-ready PDF Editor	
	2.13. Secure PDF documents	
	2.14. Sign PDF documents	
	2.15. With accessibility features for people with disabilities	
	2.16. Cloud-based PDF Editor	
	2.17. For Windows users, specifically thirty-two (32) bit and sixty-four (64) bit	
	3. TECHNICAL SUPPORT SERVICE	
	3.1. Technical support should be available at least eight (8) hours from Monday to Friday and has the following response times:	
	3.1.1. Critical severity: Within one (1) business hour	
	3.1.1.1. Issues where the service components are rendered inoperable	

	3.1.1.2.Critical impact to business operations	
	3.1.1.3.No workaround available	
	3.1.2. High severity: Within four (4) business hours	
	3.1.2.1.The software performance or service operation components severely impaired or degraded	
	3.1.2.2.Significant impact to business operations	
	3.1.3. Medium severity: Within one (1) business day	
	3.1.3.1.Software or service function impaired but operational	
	3.1.3.2.Medium to low business impact	
	3.1.3.3.Workaround available.	
	3.1.4. Low severity: Within two (2) business days	
	3.1.4.1.Request for enhancement	
	3.1.4.2.Little or no business impact	
	3.1.4.3.No immediate resolution required	
	3.1.4.4.Request for general information or questions.	
	3.2. End-users must be able to request technical support by phone, email, or through a website.	
	3.3. With readily accessible documentation and/or instruction manuals.	
	<b>4. DELIVERY AND PAYMENT TERMS</b>	
	4.1. The price of the bid must be inclusive of government taxes and all applicable fees.	
	4.2. Subscription period should be activated 30 days upon receipt of Notice to Proceed (NTP).	
	4.3. Full payment will only be processed once the items are completely delivered, inspected, and accepted by the end-user.	
<b>6</b>	<b>CREATIVE DESIGN SUITE</b>	
	<b>1. GENERAL OVERVIEW</b>	
	1.1. DOST -ASTI seeks qualified and competent bidders for the subscription of Creative Design Suite.	
	1.2. The procurement of the above software subscription is pursuant to Section 18 of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184, which recognizes the	

	circumstances where reference to brand names may be allowed, specifically U[for]items or parts that are compatible with the existing fleet or equipment of the same make and brand, and to maintain the performance, functionality and useful life of the equipment."	
	1.3. The above software subscription is required to meet the project's creative design and content development needs while ensuring compatibility with industry standards. The project has previously utilized this application for design development, ensuring consistency in workflows and outputs. Changing the software may result in compatibility issues, reformatting challenges, and inefficiencies due to the need for retraining and adjustments in design processes.	
	1.4. The Approved Budget for the Contract includes all applicable government taxes and services charges.	
	1.5. Credentials of the subscription for renewal will be disclosed to the winning bidder	
	2. TECHNICAL SPECIFICATION	
	2.1. Software Overview	
	2.1.1. Creative Design Suite: Software suite for graphic design, video editing, web development, photography, motion graphics, animation, and digital publishing. Includes cloud-based and desktop apps for enhanced collaboration and workflow efficiency.	
	2.2. Core Features	
	2.2.1. Cross-Platform Compatibility: Works on Windows and macOS.	
	2.2.2. Cloud Integration: Cloud storage for file management and sharing.	
	2.2.3. Collaboration Tools: Real-time project collaboration with file versioning.	
	2.2.4. App Integration: Seamless interaction between suite applications.	
	2.3. Supported File Formats and Compatibility	
	2.3.1. Image Editing: - Layered image files, - Vector graphics, - Portable Document Format	
	2.3.2. Video Editing: - Video project files, - Video composition, - Multimedia animation.	
	2.3.3. Web Design: - UI/UX design files and Web and mobile UI templates.	

	2.3.4. 3D Design: - 3D rendering project files.	
	2.3.5. Audio Editing: - Audio session files.	
	2.3.6. Photography: - Image catalog files, - Image metadata/cache files.	
	2.3.7. Publishing: - Page layout files, - Interactive eLearning project files	
	2.4. Key Functional Requirements	
	2.4.1. Cloud-Based Storage: Save, retrieve, and collaborate on files.	
	2.4.2. Real-Time Collaboration: Simultaneous work and update sharing	
	2.4.3. Multi-File Support: Import/export between suite applications.	
	2.4.4. External File Compatibility: Export to industry-standard formats.	
	2.4.5. Offline Functionality: Work offline with sync to cloud upon reconnection.	
	2.5. Security and Data Privacy	
	2.5.1. Data Encryption: Cloud files and metadata encrypted.	
	2.5.2. User Authentication: Secure access methods like multi-factor authentication.	
	2.5.3. Data Redundancy: Backup of project files to ensure data safety.	
	2.6. User Interface and Experience	
	2.6.1. Customizable Workspaces: Tailor the workspace to personal preferences.	
	2.6.2. Multi-Monitor Support: Enhanced productivity for video and design tasks.	
	2.6.3. Accessibility Features: Includes screen reader support and keyboard shortcuts.	
	2.7. Performance Requirements	
	2.7.1. Speed and Responsiveness: Optimized for large file sizes and editing tasks.	
	2.7.2. Cloud Sync Speed: Efficient file synchronization with minimal delay	
	2.8. Interoperability	
	2.8.1. API Access: APIs for file import/export, cloud storage, and project management	
	2.8.2. Industry Standard Compatibility: Integrates with tools and formats like , , etc.	
	2.9. Documentation and Support	
	2.9.1. User Guides: Comprehensive documentation for file format handling and editing instructions.	
	2.10. Inclusions	
	2.10.1. Creative Design Suite	
	2.10.1.1. Team License	

	2.10.1.2. subscription for two (2) users for a duration of one (1) year, commencing from the date of successful installation and activation of the software.	
	2.10.1.3. Technical Support - Optional	
	<b>3. PAYMENT AND DELIVERY TERMS</b>	
	3.1. Service provider must deliver the subscription within thirty (30) calendar days of issuance of NTP.	
	3.2. Price must be inclusive of government taxes and all other applicable charges.	
<b>7</b>	<b>VISUAL WEB DEVELOPMENT AND DESIGN PLATFORM</b>	
	<b>1. GENERAL OVERVIEW</b>	
	1.1. DOST-ASTI seeks qualified and competent bidders for the subscription of Visual Web Development and Design Platform.	
	1.2. The procurement of the above software subscription is pursuant to Section 18 of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184, which recognizes the circumstances where reference to brand names may be allowed, specifically "[for] items or parts that are compatible with the existing fleet or equipment of the same make and brand, and to maintain performance, functionality and useful life of the equipment."	
	1.3. The above software subscription is required to meet the project's web development and UI/UX design needs while ensuring compatibility with industry standards. This application has been previously used for interface prototyping and web development, streamlining collaboration and maintaining design uniformity. Switching to a different platform may lead to inconsistencies in design files, workflow disruptions, and potential integration issues with existing projects.	
	1.4. The ABC includes all applicable government taxes and services charges	
	1.5. Credentials of the subscription for renewal will be disclosed to the winning bidder.	
	<b>2. TECHNICAL SPECIFICATION</b>	
	2.1. Software Overview	

	2.1.1. Visual Web Development and Design Platform: Professional software for fast, flexible HTML, CSS, and JavaScript coding, as well as responsive website design with visual and code editing tools	
	2.2. Core Features	
	2.2.1. HTML, CSS, and SASS Editing: Visual and live editing tools for HTML, CSS, SASS, and LESS with a CSS Grid editor	
	2.2.2. Web Layout Tools: Smart drag-and-drop, code editor for direct edits alongside visual design.	
	2.2.3. Responsive Design: Multi-page editing, media query tools, and device presets for testing layouts.	
	2.2.4. Framework Support: Visual tools for frameworks (e.g., Bootstrap, Foundation, Tailwind) and dynamic components.	
	2.2.5. Reusable Components: Creation of editable components and master pages for template consistency.	
	2.2.6. CMS Mode: Use as a CMS for static websites with editable components.	
	2.2.7. Mockups and Prototyping: Quick mockup assembly and layout variations.	
	2.2.8. Live Preview: Real-time preview across pages with synchronized styles	
	2.3. Advanced Features	
	2.3.1. Project Management: Manage reusable blocks, real-time updates across pages.	
	2.3.2. Code Snippets and Templates: Generate and customize common snippets, manage templates.	
	2.3.3. Development Sync: Integration with code editors like Atom and VS Code.	
	2.3.4. Version Control: Full Git integration for source control and team collaboration	
	2.3.5. Customizable UI: Flexible interface layout to suit user preferences.	
	2.4. Security and Compliance	
	2.4.1. Data Privacy: Ensure project privacy and security in compliance with data protection standards.	
	2.4.2. Version Control: Integration with Git for secure collaboration and version management.	
	2.5. System Performance	
	2.5.1. Real-Time Editing: Instant live preview of user edits	

	2.5.2. Cross-Device Compatibility: Design adapts across various screen sizes	
	2.6. Support and Maintenance	
	2.6.1. Technical Support: Access to documentation and troubleshooting guides.	
	2.6.2. Collaboration Tools: Integrate with collaboration platforms for seamless project sharing.	
	2.7. Integration Requirements	
	2.7.1. Code Editor Integration: Sync with Atom, VS Code, etc.	
	2.7.2. Framework Support: Full framework integration for Bootstrap, Tailwind, and others.	
	2.7.3. Cloud Storage Integration: Support for cloud storage platforms.	
	2.8. Inclusions	
	2.8.1. Visual Web Development and Design Platform	
	2.8.1.1. Professional License	
	2.8.1.2. Subscription for three (3) users for a duration of one (1) year, commencing from date of successful installation and activation of the software.	
	2.8.1.3. Technical Support - Optional	
	3. PAYMENT AND DELIVERY TERMS	
	3.1. Service provider must deliver the subscription within thirty (30) calendar days of issuance of NTP.	
	3.2. Price must be inclusive of government taxes and all other applicable charges	
<b>8</b>	<b>COLLABORATIVE LATEX EDITOR</b>	
	1. GENERAL OVERVIEW	
	1.1. DOST-ASTI seeks qualified and competent bidders for the subscription of Creative DeSign Suite,	
	1.2. The procurement of the above software subscription is pursuant to Section 18 of the 2016 revised Implementing Rules and Regulations of Republic Act No, 9184, which recognizes the circumstances where reference to brand names may be allowed, specifically "[for) items or parts that are compatible with the existing fleet or equipment of the same make and brand, and to maintain the performance, functionality and useful life of the equipment."	

	1.3. The above software subscription is required to meet the project's collaborative document preparation and scientific writing needs while ensuring compatibility with industry standards, The project has relied on this application for structured document formatting, ensuring seamless collaboration among team members, A change in software could Introduce formatting inconsistencies, version control difficulties, and inefficiencies in document management.	
	1.4. The ABC includes all applicable government taxes and services charges,	
	1.5. Credentials of the subscription for renewal will be disclosed to the winning bidder.	
	2. TECHNICAL SPECIFICATION	
	2.1. Software Overview	
	2.1.1. Collaborative LaTeX Editor - Cloud-based solution for scientific writing with collaboration, real-time editing, and integration with bibliographic tools,	
	2.2. Core Features	
	2.2.1. Editors: Visual and LaTeX code editors with seamless switching	
	2.2.2. Document Formatting: LaTeX typesetting, table/figure insertion,	
	2.2.3. Templates: Pre-configured templates for various writing needs	
	2.2.4. Bibliography Management: Integration with Mendeley, Zotero, etc,	
	2.2.5. Collaboration: Real-time editing, commenting, track changes,	
	2.2.6. Version Control: History, comparison, and download options,	
	2.2.7. Track Changes: Real-time edits by collaborators	
	2.2.8. Symbol Palette: Easy insertion of math symbols.	
	2.3. Security and Compliance	
	2.3.1. Data Privacy: Compliance with data protection regulations.	
	2.3.2. Collaboration Control: Admin permissions for document access.	
	2.4. System Performance	
	2.4.1. Compile Speed: 12x faster compile servers	
	2.4.2. Unlimited Projects/Collaborators: No restrictions on projects or collaborators	
	2.5. Support and Maintenance	

	2.5.1. Documentation: User guides, FAQs, and video tutorials	
	2.6. Integration Requirements	
	2.6.1. Git/GitHub: Version control integration.	
	2.6.2. Cloud Storage: Dropbox and other cloud integrations.	
	2.6.3. Bibliography Tools: Integration with citation management tools.	
	2.7. Inclusions	
	2.7.1. Collaborative LaTeX Editor	
	2.7.1.1. Professional License	
	2.7.1.2. Subscription for three (3) users for a duration of one (1) year, commencing from the date of successful installation and activation of the software.	
	2.7.1.3. Technical Support - Optional	
	<b>3. PAYMENT AND DELIVERY TERMS</b>	
	3.1. Service provider must deliver the subscription within thirty (30) calendar days of issuance of NTP.	
	3.3. Price must be inclusive of government taxes and all other applicable charges.	
<b>9</b>	<b>UI/UX DESIGN PLATFORM</b>	
	<b>1. GENERAL OVERVIEW</b>	
	1.1.DOST-ASTI seeks qualified and competent bidders for the subscription of UI/UX Design Platform.	
	1.2. The procurement of the above software subscription is pursuant to Section 18 of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184, which recognizes the circumstances where reference to brand names may be allowed, specifically "[for] items or parts that are compatible with the existing fleet or equipment of the same make and brand, and to maintain the performance, functionality and useful life of the equipment. "	
	1.3.The above software subscription is necessary to support the project's interface design requirements and ensure alignment with industry standards. The project has previously relied on this platform for developing user interfaces, enabling consistency in design outputs and development workflows. Transitioning to a different tool may result in compatibility issues, disruption of established	

	processes, and inefficiencies due to the need for reformatting and retraining.	
	1.4. The ABC includes all applicable government taxes and services charges.	
	1.5. Credentials of the subscription for renewal will be disclosed to the winning bidder.	
	<b>2. TECHNICAL SPECIFICATION</b>	
	<b>2.1. Software Overview</b>	
	2.1.1. A cloud-based platform for interface design, prototyping, developer handoff, whiteboarding, and interactive presentations, with real-time multi-user collaboration.	
	2.1.2. Design & Prototyping A visual design environment for creating user interfaces and interactive prototypes, with support for reusable components, responsive layouts, and advanced animations	
	2.1.2.1. Vector editing tools (shapes, layers, constraints, grids).	
	2.1.2.2. Auto layout for responsive design.	
	2.1.2.3. Components and style libraries.	
	2.1.2.4. Design variables and theming with multiple modes	
	2.1.2.5. Interactive prototyping with overlays, transitions, and animations.	
	2.1.2.6. Conditional logic, expressions, and variable manipulation in prototypes.	
	2.1.2.7. Embedded video and responsive preview capabilities.	
	2.1.2.8. UI kits, annotations, and inspection tools.	
	2.1.3. Developer Handoff A dedicated workspace for developers to inspect designs, access code snippets, export assets, and track version history for efficient implementation.	
	2.1.3.1. . Inspect element properties, spacing, and styles	
	2.1.3.2. Export assets (PNG, JPG, SVG, PDF).	

	2.1.3.3. Access component code and version comparisons.	
	2.1.3.4. Mark items as ready for development	
	2.1.3.5. Add developer documentation and links.	
	2.1.3.6. Support for extensions in development environments.	
	2.1.4. Whiteboarding An interactive digital whiteboard for collaborative brainstorming, planning, and system mapping with real-time engagement features	
	2.1.4.1. Tools for tables, diagrams, code blocks, and sticky notes.	
	2.1.4.2. Reactions, timers, music, and live voting	
	2.1.4.3. AI-powered features to summarize, sort, and generate templates.	
	2.1.4.4. Public session access without requiring login.	
	2.1.5. Presentations A presentation tool integrated with design and whiteboarding workflows, supporting live demos, embedded media, and AI-generated content.	
	2.1.5.1. Create and present slide decks with transitions and animations	
	2.1.5.2. Embed interactive prototypes and YouTube videos	
	2.1.5.3. AI-generated outlines, presenter notes, and tone adjustments	
	2.1.5.4. Import/Export PowerPoint files and present them offline	
	2.1.6. Collaboration & Access Tools for seamless, real-time teamwork across teams and stakeholders, with full control over access and user experience	
	2.1.6.1. Live multi-user editing and cursor presence	
	2.1.6.2. Comments, audio conversations, and spotlight mode.	
	2.1.6.3. Observation mode and in-file chat.	

	2.1.6.4. Shareable links with role-based permissions and password protection.	
	2.1.7. File Management & Storage Cloud-based storage and version control for secure, organized access to design, whiteboard, and presentation files.	
	2.1.7.1. Unlimited cloud storage.	
	2.1.7.2. Import/Export common file types (Sketch, PNG, JPG, PDF, CSV).	
	2.1.7.3. Auto-save with labeled version history	
	2.1.8. Integration & Extensibility APIs, plugins, and integrations to connect the platform with external tools and extend its capabilities.	
	2.1.8.1. REST APIs and webhooks for workflow automation.	
	2.1.8.2. Plugin and widget support for customization	
	2.1.8.3. Integration with tools like Jira, Slack, Dropbox, etc.	
	2.1.9. Security Enterprise-grade security controls for safe collaboration, data protection, and compliance.	
	2.1.9.1. Role-based access and password-protected sharing.	
	2.1.9.2. Encryption at rest and in transit.	
	2.1.9.3. Private workspaces and audit logs for activity tracking.	
	2.1.10. Inclusions	
	2.1.10.1. UI/UX Design Platform	
	2.1.10.2. Professional License	
	2.1.10.3. Subscription for three (3) users for a duration of one (1) year, commencing from the date of successful installation and activation of the software.	
	2.1.10.4. Technical Support - Optional	
	<b>3. PAYMENT AND DELIVERY TERMS</b>	
	3.1. Service provider must deliver the subscription within thirty (30) calendar days upon issuance of NTP.	
	3.2. Price must be inclusive of government taxes and all other applicable charges.	

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- ☐ (g) Additional contract documents pursuant to Clause 21.2, Section III. Bid Data Sheet, as follows:
  - ☐ Proof of Authority of the Bidder’s authorized representative/s, i.e., Secretary’s Certificate or Special Power of Attorney;
  - ☐ Proof of Offers for manufacturer’s supplied items containing all the technical information about the product, i.e., product brochures, unamended product literature, etc.; and
  - ☐ Service Level Agreement (pro-forma provided for under Section VIII. Checklist of Technical and Financial Documents).

#### Financial Documents

- ☐ (h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class “B” Documents*

- ☐ (i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

---

**BID FORM**

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if none, state "None") ]

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

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**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	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: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

*GPPB Resolution No. 16-2020, dated 16 September 2020*



## **Bid Securing Declaration Form**

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

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REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

*GPPB Resolution No. 16-2020, dated 16 September 2020*

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## Performance Securing Declaration (Revised)

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## Contract Agreement Form for the Procurement of Goods (Revised)

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

#### **Acknowledgment**

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

## Single Largest Completed Contract

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Within three (3) years from the date of submission of bids which is similar in nature and the amount of which should be equivalent to at least fifty percent (50%) of the ABC.

Please fill out the required information below:

1	Name of Contract :	
2	Date of Contract :	
3	Contract Duration :	
4	Owner's Name :	
5	Owner's Address :	
6	Kinds of Good / Services :	
7	Amount of Completed Contract/s:	
8	Date of Delivery :	
9	Official Receipt / Sales Invoice No. :	

**NOTE:**

The bidder shall:

1. For #7, the amount of the completed contracts can be adjusted by the Bidder to the current prices using PSA's consumer price index, if necessary, for the purpose of meeting the SLCC Requirement.
2. It is required for the Bidder to submit **one** of the following documents:
  - a. Official Receipt;
  - b. Sales Invoice; or
  - c. Statement of End-user's Acceptance with Contract Amount.

Choose only **one** to submit, not all.

3. For #9, indicate the Official Receipt or Sales Invoice No. of the supporting document attached, for easier reference. If the Bidder opts to submit a statement of end-user's acceptance, indicate not applicable.

## Computation of Net Financial Contracting Capacity

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This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** \_\_\_\_\_ (\_\_\_\_\_ PhP) which is at least equal to the Approved Budget for the Contract (ABC). The amount is computed as follows:

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

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

### **NOTES:**

1. The values of the bidder's current assets and current liabilities be based on the latest Audited Financial Statements which includes the data submitted to BIR through its Electronic Filing and Payment System.
2. Value of all outstanding or uncompleted contracts refers those listed in your Statement of All its Ongoing Government and Private Contracts.
3. The detailed computation using the required formula must be shown as provided above.

## Statement of Ongoing Government and Private Contracts

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**Example:**

No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contract	Date of Delivery	Government or Private ("G" or "P")
1	XYZ Plan	01 Jan 2017, 5 Years	Juan Dela Cruz, Quezon City	Subscription Service	P99,000,000.00	P38,000,000.00	02 Jan 2017	G
<b>Total Value of All Outstanding Contracts: P38,000,000.00</b>								

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No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Government or Private ("G" or "P")
1								
2								
3								
4								

**Total Value of All Outstanding Contracts:**

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**NOTE:** Supporting documents are not required.

# **Service Level Agreement for the Supply and Delivery of Various Software Subscriptions**

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## **1. Introduction**

- 1.1. This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between <insert Company Name> (herein referred to as “Service Provider”) and the **Advanced Science and Technology Institute** (herein referred to as “DOST-ASTI”) for the provisioning of IT services required to support and sustain their supplied product or service (“System”).
- 1.2. This Agreement shall be in effect for \_\_\_\_\_ or until the SLA is renegotiated after the date of end-user acceptance is determined.
- 1.3. This Agreement shall be for the following software subscription/s: **(insert software subscription/s)**

## **2. Service Agreement**

- 2.1. The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement:
  - 2.1.1. Manned telephone, online video call support;
  - 2.1.2. Monitored email support;
  - 2.1.3. Remote assistance using remote desktop technology and a Virtual Private Network (VPN) where available; and

## **3. Service Management**

- 3.1. Service Support Channels
  - 3.1.1. In the event that a software failure should develop during the ongoing support of this Agreement, and qualified technicians of DOST-ASTI cannot resolve it, the DOST-ASTI must in the first instance contact **<Name of Company>** support services, either:
    - 3.1.1.1. By telephone, cellphone on **<telephone-number>**; or
    - 3.1.1.2. By video call on **<video call services account>**; or
    - 3.1.1.3. By creating a new online Support Ticket at **<URL>**; or
    - 3.1.1.4. By email at **<email-address>**.
  - 3.1.2. The qualified technician of the DOST-ASTI will have the following information and materials ready when reaching out to the technical support team:
    - 3.1.2.1. The registered account user/s of the software subscriptions exhibiting a problem;
    - 3.1.2.2. The version of the operating System currently being used;
    - 3.1.2.3. The type of error message that appears when the fault occurs, work activity performed when the error occurred, and the procedure/steps attempted to solve the problem;
    - 3.1.2.4. Access to the System; and

- 3.1.2.5. In the event that the problem or fault is not resolved remotely, the Service Provider must dispatch a service technician to attend the System on location to diagnose and, in its sole discretion, repair and/or reinstall the System, in accordance with the terms set out below.

### 3.2. Service Availability

- 3.2.1. Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components:

- 3.2.1.1. Telephone support: 9:00 A.M. to 5:00 P.M. Monday – Friday (except official holidays)

- 3.2.1.1.1. Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call.

- 3.2.1.2. Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday (except official holidays)

- 3.2.1.2.1. Emails received outside of office hours will be collected and addressed on the next business day.

- 3.2.1.3. Onsite assistance guaranteed within 72 hours during the business week

- 3.2.1.3.1. If the attendance of a service technician was insufficient to determine a resolution to the problem or fault, the Service Provider must indicate, through any representation, a definitive timeline of the repair or replacement required to restore the System to normal operations to the DOST-ASTI.

### 3.3. Service Requests

- 3.3.1. In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the DOST-ASTI within the following time frames:

- 3.3.1.1. Zero (0) to eight (8) hours (during business hours) for issues classified as High priority severity level;

- 3.3.1.2. Within forty-eight (48) hours for issues classified as Medium priority;

- 3.3.1.3. Within five (5) working days for issues classified as Low priority; and

Severity Level	Definition
High Priority	Complete loss of user productivity
Medium Priority	Issue does not significantly impact current user

	productivity
Low	Issue requires minor investigation or monitoring; Request for training or information

- 3.3.2. Remote assistance or on-site service will be provided in line with the above timescales dependent on the priority of the support request.

#### **4. Repair and Replacement**

##### **4.1. Standard and Extended Limited Warranty**

- 4.1.1. The Service Provider guarantees that the registered account users are entitled to software updates access to online resource repositories provided by the software subscriptions during the duration of this Agreement.

**Conforme:**

<b>Name:</b>
<b>Title:</b>
<b>Company Name:</b>
<b>Date:</b>

