

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

*Supply and Delivery of Seven (7) Units PCB Designer
Commercial License and Other Software Licenses*

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

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.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	11
1. Scope of Bid	12
2. Funding Information.....	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5. Eligible Bidders.....	12
6. Origin of Goods	13
7. Subcontracts	13
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	14
10. Documents comprising the Bid: Eligibility and Technical Components	14
11. Documents comprising the Bid: Financial Component	14
12. Bid Prices	15
13. Bid and Payment Currencies	15
14. Bid Security	15
15. Sealing and Marking of Bids	16
16. Deadline for Submission of Bids	16
17. Opening and Preliminary Examination of Bids	16
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	17
21. Signing of the Contract	17
Section III. Bid Data Sheet	18
Section IV. General Conditions of Contract	21
1. Scope of Contract	22
2. Advance Payment and Terms of Payment	22
3. Performance Security	22
4. Inspection and Tests	22
5. Warranty	23
6. Liability of the Supplier	23
Section V. Special Conditions of Contract	24
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	27
Section VIII. Checklist of Technical and Financial Documents	35

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 SUPPLY AND DELIVERY OF SEVEN (7) UNITS PCB DESIGNER COMMERCIAL LICENSE AND OTHER SOFTWARE LICENSES

1. The Government of the Philippines (GOP), through the **Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI), General Appropriations Act for FY 2021** intends to apply the sum of **Six Million Ninety-Two Thousand Forty-Five Pesos & 20/100 Only (₱6,092,045.20)** being the ABC to payments under the contract for the **Supply and Delivery of Seven (7) Units PCB Designer Commercial License and Other Software Licenses**, broken down into the following:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (₱)	ABC (₱)
1	PCB Designer Commercial License	7	Unit	338,223.60	2,367,565.20
2	PCB Design Tool Software Design and Component Management Subscription	2	Unit	867,240.00	1,734,480.00
3	Software License - CAD and Simulation Tool	5	License	398000.00	1,990,000.00
GRAND TOTAL					₱6,092,045.20

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **DOST-ASTI** now invites bids for the above Procurement Project. Delivery of the Goods is required **pursuant to Section VI. Schedule of Requirements**. Bidders should have completed, within **04 October 2018 to 03 October 2021** 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

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 **13 September 2021** 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 **Ten Thousand Pesos Only (₱10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or through electronic means.

For individual items, please see table below.

Approved Budget for the Contract	Maximum Cost of Bidding Documents
500,000.00 and below	₱500.00
More than 500,000 up to 1 Million	₱1,000.00
More than 1 Million up to 5 Million	₱5,000.00
More than 5 Million up to 10 Million	₱10,000.00
More than 10 Million up to 50 Million	₱25,000.00
More than 50 Million up to 500 Million	₱50,000.00
More than 500 Million	₱75,000.00

6. The **DOST-ASTI** will hold a Pre-Bid Conference on **21 September 2021, 09:00 AM** through video conferencing or webcasting via **Microsoft Teams [https://bit.ly/3hoXEco]**.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below, on or before **04 October 2021, 10:00 AM**. Late bids shall not be accepted.

As there are limited access to government offices, as well as restrictions on transport and travel are implemented due to the Coronavirus Disease 2019 pandemic in the country, the payment of applicable fee for the Bidding Documents shall be made **on the same day of submission, from 7:00 AM to 10:00 AM only**.

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 **04 October 2021, 10:30 AM** at the given address below and/or via video conferencing or webcasting via **Microsoft Teams [https://bit.ly/3tNYlBn]**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. For further information, please refer to:

Ms. KATHERINE B. 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

bac-sec@asti.dost.gov.ph

Tel. No.: +63 2 426-9759/60 loc. 1206/1212

Fax No.: +63 2 426-7423

www.asti.dost.gov.ph

11. You may visit the following website:

For downloading of Bidding Documents:

<https://asti.dost.gov.ph/>

<https://notices.philgeps.gov.ph/>

13 September 2021

Date of Issue

GERWIN P. GUBA
Chairperson, BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **DOST-ASTI** wishes to receive Bids for the **Supply and Delivery of Seven (7) Units PCB Designer Commercial License and Other Software Licenses**, with identification number **Invitation to Bid Number 21-09-3543 dated 13 September 2021**.

The Procurement Project (referred to herein as “Project”) is composed **Three (3) Items**, 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 2021 in the amount of **Six Million Ninety-Two Thousand Forty-Five Pesos & 20/100 Only (₱6,092,045.20)**.

2.2. The source of funding is:

NGA, the General Appropriations Act

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing 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 **04 October 2018 to 03 October 2021**, 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 e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for the period specified in the **BDS**. 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 BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

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

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

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

19.4. The Project shall be awarded as One Project having several items, which shall be awarded as 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

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Supply and Delivery of Engineering Software; and</p> <p style="margin-left: 40px;">b. Completed within three (3) years, specifically, 04 October 2018 to 03 October 2021 prior to the deadline for the submission and receipt of bids.</p>																																
12	The price of the Goods shall be quoted DDP DOST-ASTI, CP Garcia Ave., UP Technopark, UP Campus, Diliman, Quezon City 1101 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 style="margin-left: 40px;">a. The amount of not less than One Hundred Twenty-One Thousand Eight Hundred Forty Pesos & 90/100 Only (₱121,840.90) for the total ABC or the following amount in per item basis, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit:</p> <table style="margin-left: 80px; border-collapse: collapse; width: 80%;"> <thead> <tr> <th style="text-align: left;">ITEM NO.</th> <th style="text-align: left;">DESCRIPTION</th> <th style="text-align: right;">ABC (₱)</th> <th style="text-align: right;">BID SECURITY (₱)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>PCB Designer Commercial License</td> <td style="text-align: right;">2,367,565.20</td> <td style="text-align: right;">47,351.30</td> </tr> <tr> <td style="text-align: center;">2</td> <td>PCB Design Tool Software Design and Component Management Subscription</td> <td style="text-align: right;">1,734,480.00</td> <td style="text-align: right;">34,689.60</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Software License - CAD and Simulation Tool</td> <td style="text-align: right;">1,990,000.00</td> <td style="text-align: right;">39,800.00</td> </tr> </tbody> </table> <p style="margin-left: 40px;">b. The amount of not less than Three Hundred Four Thousand Six Hundred Two Pesos & 26/100 Only (₱304,602.26), for the total ABC or the following amount in per item basis, if bid security is in Surety Bond:</p> <table style="margin-left: 80px; border-collapse: collapse; width: 80%;"> <thead> <tr> <th style="text-align: left;">ITEM NO.</th> <th style="text-align: left;">DESCRIPTION</th> <th style="text-align: right;">ABC (₱)</th> <th style="text-align: right;">BID SECURITY (₱)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>PCB Designer Commercial License</td> <td style="text-align: right;">2,367,565.20</td> <td style="text-align: right;">118,378.26</td> </tr> <tr> <td style="text-align: center;">2</td> <td>PCB Design Tool Software Design and Component Management Subscription</td> <td style="text-align: right;">1,734,480.00</td> <td style="text-align: right;">86,724.00</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Software License - CAD and Simulation Tool</td> <td style="text-align: right;">1,990,000.00</td> <td style="text-align: right;">99,500.00</td> </tr> </tbody> </table>	ITEM NO.	DESCRIPTION	ABC (₱)	BID SECURITY (₱)	1	PCB Designer Commercial License	2,367,565.20	47,351.30	2	PCB Design Tool Software Design and Component Management Subscription	1,734,480.00	34,689.60	3	Software License - CAD and Simulation Tool	1,990,000.00	39,800.00	ITEM NO.	DESCRIPTION	ABC (₱)	BID SECURITY (₱)	1	PCB Designer Commercial License	2,367,565.20	118,378.26	2	PCB Design Tool Software Design and Component Management Subscription	1,734,480.00	86,724.00	3	Software License - CAD and Simulation Tool	1,990,000.00	99,500.00
ITEM NO.	DESCRIPTION	ABC (₱)	BID SECURITY (₱)																														
1	PCB Designer Commercial License	2,367,565.20	47,351.30																														
2	PCB Design Tool Software Design and Component Management Subscription	1,734,480.00	34,689.60																														
3	Software License - CAD and Simulation Tool	1,990,000.00	39,800.00																														
ITEM NO.	DESCRIPTION	ABC (₱)	BID SECURITY (₱)																														
1	PCB Designer Commercial License	2,367,565.20	118,378.26																														
2	PCB Design Tool Software Design and Component Management Subscription	1,734,480.00	86,724.00																														
3	Software License - CAD and Simulation Tool	1,990,000.00	99,500.00																														
19.3	<p>The project will be awarded as follows:</p> <table border="1" style="margin-left: 40px; border-collapse: collapse; width: 80%;"> <thead> <tr> <th style="text-align: center;">Item No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Qty.</th> <th style="text-align: center;">Unit</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>PCB Designer Commercial License</td> <td style="text-align: center;">7</td> <td style="text-align: center;">Unit</td> <td style="text-align: right;">₱2,367,565.20</td> </tr> <tr> <td style="text-align: center;">2</td> <td>PCB Design Tool Software Design and Component Management Subscription</td> <td style="text-align: center;">2</td> <td style="text-align: center;">Unit</td> <td style="text-align: right;">₱1,734,480.00</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Software License - CAD and Simulation Tool</td> <td style="text-align: center;">5</td> <td style="text-align: center;">License</td> <td style="text-align: right;">₱1,990,000.00</td> </tr> </tbody> </table>	Item No.	Description	Qty.	Unit	ABC	1	PCB Designer Commercial License	7	Unit	₱2,367,565.20	2	PCB Design Tool Software Design and Component Management Subscription	2	Unit	₱1,734,480.00	3	Software License - CAD and Simulation Tool	5	License	₱1,990,000.00												
Item No.	Description	Qty.	Unit	ABC																													
1	PCB Designer Commercial License	7	Unit	₱2,367,565.20																													
2	PCB Design Tool Software Design and Component Management Subscription	2	Unit	₱1,734,480.00																													
3	Software License - CAD and Simulation Tool	5	License	₱1,990,000.00																													
20.2	No further instructions.																																

21.1	<p data-bbox="355 199 778 230">Additional Contract document/s:</p> <ul style="list-style-type: none"><li data-bbox="403 271 1385 338">a. Proof of Authority of the Bidder's authorized representative/s, i.e., Secretary's Certificate or Special Power of Attorney;<li data-bbox="403 342 1385 450">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<li data-bbox="403 454 1385 521">c. Service Level Agreement, form is provided for under Section VIII. Checklist of Technical and Financial Documents.
------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 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>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>For Goods supplied abroad, the delivery terms applicable to the Contract are DDP delivered DOST-ASTI, CP Garcia Ave., UP Technopark, UP Campus, Diliman, Quezon City 1101. In accordance with INCOTERMS.”</p> <p>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered at DOST-ASTI, CP Garcia Ave., UP Technopark, UP Campus, Diliman, Quezon City 1101. 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 Ms. Mary Drol Dee Q. Gilla, Property and Supply Officer and/or authorized Property and Supply Inspector/Investigator.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide the below service/s, including additional service/s, if any, specified in Section VI. Schedule of Requirements.</p> <p style="padding-left: 40px;">a. Training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar service</p>
2.2	<p>Partial payment is not allowed. Payments shall be made only upon a certification by the Head of the Procuring Entity or End-user Unit to the effect that the Goods have been rendered or delivered in accordance with the terms of this contract and have been duly inspected and accepted.</p>
4	<p>The inspections and tests that will be conducted depends on the End-user Unit and or Property and Supply Section.</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.

Item Number	Description	Quantity	Total	Delivered, (Calendar Days/Months)
1	PCB Designer Commercial License	Seven (7) Units	₱2,367,565.20	Fifteen (15) calendar days upon issuance of Notice to Proceed
2	PCB Design Tool Software Design and Component Management Subscription	Two (2) Units	₱1,734,480.00	Fifteen (15) calendar days upon issuance of Notice to Proceed
3	Software License - CAD and Simulation Tool	Five (5) Licenses	₱1,990,000.00	Seven (7) calendar days upon issuance of Notice to Proceed

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.

Item	Specification	Statement of Compliance
1	PCB Designer Commercial License	
	- Seven (7) units of One (1) year license-based subscription to PCB Designer Commercial software	
	I. Basic Specifications:	
	1. License Type: Private Server	
	2. Usage Type: Commercial Single Site	
	3. Software Subscription: One (1) year (including upgrade, updates & online software support)	
	B. Technical Specifications:	
	1. PCB and electronic design automation software package	
	2. With four (4) main features: schematic capture, 3D PCB design, FPGA development and release/data management	
	3. With hierarchical schematic and design reuse in one (1) cohesive user interface.	
	4. Create and search for components with the most-up-to-date pricing and availability from certified suppliers.	
	5. Verify design with built-in mixed analog/ digital circuit simulation (analyze pre- and post-layout signal and DC power delivery).	
	6. Easily maneuver objects on the board layout with controlled component placement and create layer stack templates for reuse.	
	7. Define and modify rigid-flex layer stacks using electrical checking and synchronization of multi-board connections.	
	8. Route complex topologies with user-guided, constraint-driven routing automation.	
	9. Simplify MCAD collaboration through integrated electrical and mechanical domains with native 3D PCB editing.	
	10. Generate fabrication and assembly outputs faster with multi-process executions and seamless, streamlined documentation.	

	11. Compare documentation changes and revisions using Work-In-Progress data management views and version control.	
	C. Features:	
	1. DXP Platform: Software integration platform with a consistent GUI for all supporting editors and viewers. Design insight for document preview, release management, compiler, file management, version control interface, and scripting engine.	
	2. Schematic	
	2.1. Viewer: Open, view and print schematic documents and libraries	
	2.2. Editing: All schematic and schematic library, schematic library documents	
	2.3. Soft Design Editing: All schematic and schematic library editing capabilities (except in PCB Projects and Free Documents), netlist generation.	
	3. CAM File	
	3.1. Viewer: Open CAM, manufacturing (Gerber, Drill Drawing, ODB++) and mechanical files	
	3.2. Importer (Gerber, ODB++): Import CAM and mechanical files	
	3.3. Editor (Gerber, ODB++): Panellise, NC route definition, DRC, export CAM and mechanical files, Netlist extraction, import and reverse-engineering	
	4. Import/Export: Supports import and/or export of designs and library data created in other design tools platform (such as OrCAD, Allegro, Expedition, PADS, xDx Designer, Cadstar, Eagle, P-CAD, Protel, etc.).	
	5. 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. Single point of contact for version control and external project management systems.	
	6. Ability to read, edit and publish design data to a centralized server which secures storage and enables re-release of data as distinctly separate revisions (essentially tracking design changes over time, without overwriting any previously released data).	
	6.1. Includes support for: component models, pricing and availability data, managed sheets and sub-circuits, complete projects, and fabrication/assembly files.	
	7. Simulation - Mixed Signal: SPICE extension that provides additional C language code models to support analog behavioral modeling and co-	

	simulation of digital components through a fast event-driven algorithm	
	7.1. Compatible with simulation technology that offers a single, unified design environment for both simulation and PCB design.	
	8. Signal Integrity	
	8.1. Schematic Level: Pre-layout signal integrity analysis (includes a full analysis engine and uses defaults for PCB parameters)	
	8.2. Layout Level: Post-layout signal integrity analysis supports reflection and crosstalk analysis.	
	9. PCB	
	9.1. Viewer: Open, view and print PCB documents. Additionally view and navigate 3D PCBs.	
	9.2. 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.	
	9.3. Native 3D PCB Viewing and Editing: A realistic and 3D rendered view of the board, includes MCAD-ECAD support with direct linking for STEP models and real-time clearance checking, view configurations for both 2D and 3D, editing of board shape and component models in 3D, 3D measurements for all primitives and texture mapping of 2D/3D PCB models.	
	9.4. Layout: High productivity PCB layout editor, support for customizable polygons, board cut-outs, real-time rule checking, design re-use, auto-dimensioning, with intuitive and efficient user interface.	
	9.5. 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.	
	9.6. Manufacturing File Outputs: Multiple output publishing allows the consolidation of multiple outputs into a single media type for better data management.	
	9.6.1. Publish to PDF/A, print or web with a controlled view of a project's history and dependencies.	
	9.6.2. Generate Gerber, NC Drill, ODB++, 3D video animations, and STEP files.	
	10. 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, allowing for embedded components and rigid-flex arrangements.	
	11. Support for Rigid-Flex Design: Complete system for designing flex and rigid-flex PCBs. The ability to define and characterize multiple PCB bending lines in a design. Full 3D, folded and unfolded viewing and clearance design rule checking. Ability to export folded or partially folded 3D STEP models of a board for MCAD collaboration.	
	12. Embedded Components: Support for embedding discrete components within the PCB stack up. Embedding components within a PCB can improve reliability, increase performance, and provide significant space and save weight.	
	13. 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.	
	D. Others:	
	1. The Bidder shall supply all items with the specifications equal to or better than as shown above.	
	2. The winning bidder is required to deliver the items within fifteen (15) calendar days upon issuance of Notice to Proceed (NTP).	
2	PCB Design Tool Software Design and Component Management Subscription	
	- Two (2) units of One (1) year license-based subscription to PCB Design Library Management Commercial software	
	A. Basic Specifications:	
	1. License Type: Private Server	
	2. Usage Type: Commercial Single Site	
	3. Software Subscription: One (1) year (including upgrade, updates & online software support)	
	4. Must be compatible to the PCB Designer Software (item no. 1).	
	B. Technical Specifications	
	1. Add-on to PCB Designer Software Commercial License	
	2. Must be compatible to item 1.	
	3. For handling design data with secured integrity.	
	4. Enables re-release of data as distinctly separate revisions (essentially tracking design changes over time, without overwriting any previously released data).	
	5. Caters for the lifecycle of the data to be managed, allowing people that need to use the data to see, at-a-	

	glance, what stage the data has reached in its 'life' and therefore what it can be safely used for.	
	6. Can be used to store and manage components, domain models, schematic sheets of circuitry and design templates.	
	7. Can create and manage the entire design projects directly within the server, with the additional benefit of collaboration support (an entire team can work concurrently on the same board design - even annotating the design with comments)	
	C. Features:	
	1. With up-to-date and standardized component data that provides one place to easily find, create and reuse reliable component data - all within the design environment.	
	2. With bi-directional ECAD/MCAD collaboration: facilitates a collaborative environment to keep mechanical team in sync on design intent and any changes (to board shape, component placement, and copper geometry).	
	3. With functionality that can identify where any given component has been used, enabling the designs to be kept up to date, and certified components to be reused.	
	4. With real-time sourcing information: brings live supplier data directly into design environment to design with real-time information (including availability, alternatives, and pricing).	
	D. Others:	
	1. The Bidder shall supply all items with the specifications equal to or better than as shown above.	
	2. The winning bidder is required to deliver the items within fifteen (15) calendar days upon issuance of Notice to Proceed (NTP).	
3	Software License - CAD and Simulation Tool	
	- Five (5) licenses of Perpetual-Standalone Commercial License, inclusive of one (1) year initial subscription service	
	A. Technical Specifications:	
	1. Part and assembly modeling - Allows you to design products for a broad range of industries and applications	
	1.1. 3D solid modeling: Create and edit 3D part and assembly models and create 2D drawings that automatically update with design changes.	
	1.2. Conceptual design: create layout sketches, apply motors and forces to check mechanism performance, import images and scans to use as a reference for 3D geometry.	

	1.3. Large assembly design capabilities: create and manage extremely large designs, and work in either detailed or simplified modes.	
	1.4. Advanced surfacing: create and edit complex solid and surface geometry, including stylish C2 surfaces.	
	1.5. Sheet metal: design from scratch or convert your 3D part to sheet metal, includes automatic flattening or sheet metal parts with bend length compensation.	
	1.6. Weldments: quickly design welded structures composed of structural members, plates and gussets; includes a library of predefined structural shapes.	
	1.7. Mold design: design molded parts and the tooling to create them, including core and the cavity, draft, automated parting surfaces, and mold base components.	
	1.8. Piping/tubing design: generate and document 3D mechanical systems, including pipe/tube paths, pie spools, pipe slope, and complete Bill of Materials (BOM).	
	1.9. Electrical cable/harness and conduit design: generate and document 3D electrical route paths and complete the BOM for your design.	
	2. Design reuse and automation - Automate design and drawing creation with built-in configurability tools.	
	3. Leverage existing design work	
	3.1. Search for any file on your computer, network, PDM system or the internet.	
	3.2. Toolbox: over one million components and other items to add to your assemblies, includes automated assembly of fasteners.	
	3.3. Online components: reduce design time by using 2D and 3D catalog components provided by suppliers.	
	4. Animation and photo-realistic renderings. Clearly communicate your design intent with powerful visuals.	
	5. Support for AR and VR	
	6. Time-based Motion - uses assembly mates, part contacts and a robust physical-based solver to accurately determine the physical dynamic movements of an assembly under load to verify that you have met your design goals throughout the operation cycle.	
	7. Linear Static Simulation - Calculate, stresses, deformations and factor of safety of geometry under loads to intuitively identify areas prone to failure or	

	over-dimensioned areas. You can also evaluate design changes to enhance quality and performance.	
	8. Sustainability - enables you to assess the environmental impact of the entire design, optimize material selection and part geometry and assess product energy consumption.	
	9. FloXpress - provides initial air and water flow simulation and reporting.	
	10. Design for Cost (DFC) and automated quoting	
	10.1. Automated cost estimation: estimate part and assembly manufacturing costs automatically	
	11. Design for Manufacturability (DFM) DFMXpress: automatically checks the manufacturability of your design.	
	12. Detects interferences	
	12.1. Automatic collision, interference and hole alignment checks: checks for interferences, collisions, clearances and hole misalignments between components.	
	12.2. Tolerance stack-up analysis: automatically check the effects of tolerances on parts and assemblies.	
	13. Electrical manufacturing	
	13.1. Harness and pin board: automatically flatten wire harness to generate pin board drawings and wire-cut lists for electrical manufacturing.	
	14. Pipe/tube systems manufacturing	
	14.1. Export: CNC pipe bend data, spool data, BOM, and PCF for ISOGEN	
	14.2. Import: generate route specifications from P&ID files.	
	15. Other data output for manufacturing	
	15.1. Sheet metal flat pattern: automatically flatten sheet metal design with bend compensation.	
	15.2. Flatten non-developable surfaces: flatten surfaces that require material to be stretched or compressed.	
	15.3. 3D printing/rapid prototyping: print directly to 3d printers supporting 3MF and AMF output STL, and other file formats for rapid prototyping.	
	15.4. 2D manufacturing data: automatically export CNC-ready DXF and DWG file information directly from .sldprt or .sldasm models.	
	15.5. Streamline production prep: automatic output of hole charts, weld tables, cut lists and punch tool data.	
	15.6. 3D CAM partner integration: automatically update NC toolpaths directly inside SolidWorks	

	without the need for data translation using certified partner CAM products.	
	16. Data exchange	
	16.1. Import/export: convert CAD data into a format that meets your needs, including IFC file import/export to interact with AEC design software.	
	16.2. Existing 2D DWG data: maintain design using Draftsight	
	16.3. Automatic Feature recognition: automatically convert non .sldprt or .sldasm CAD data into easily modifiable models.	
	16.4. ECAD-MCAD data exchange: use Circuit tools to provide 2-way data exchange between mechanical and electrical designer.	
	16.5. Import scanned data: convert scanned data into .sldprt or .sldasm to facilitate easy reverse engineering.	
	17. Large design review: walk through, measure, section and create snapshot views with comments on massive assemblies.	
	18. Protect your intellectual property: use defeature to hide and protect selected aspects of your design before sharing models.	
	19. Compatible file formats: 3d XML, ACIS, Autodesk 3d Studio Max, Autodesk Inventor, CADkey, Catia, DWG, DXF, eDrawings, HCG, Hoops HSF, Mechanical Desktop, Parasolid, ProEngineer/Creo, Rhino, SolidEdge, Unigraphics NX.	
	20. Supported standards: ANSI, DIN BSI, GOST, JIS, BSI, GB, ISO	
	B. Package Inclusions:	
	1. Includes one (1) year of the ff:	
	1.1. Access to supports, upgrades, new versions, special releases, add-on features, webcasts and software trainings.	
	1.2. Access to privileged content on my.solidworks.com.	
	1.3. Access to latest 3D/2D software plug-ins.	
	1.4. Exclusive access to latest developments and select service packs.	
	1.5. Full access to live technical support (through online customer portal).	
	1.6. Access to knowledge base with help documentations tutorials training videos and community support forums.	
	1.7. Exclusive invitation to service provider-sponsored activities for subscription customers	

	2. Free training for maximum of two (2) persons per license (total of 10 pax for 5 licenses) which can be availed within one (1) year after delivery. Advanced topic to be determined by the end-user and subject to availability from the supplier.	
	C. Notes:	
	1. Price is inclusive of government duties and taxes and other fees.	
	2. Must be delivered within seven (7) days upon issuance of NTP.	
	3. Local technical support service must meet the following initial response times:	
	3.1. Two (2) business hours for production application down or major malfunctions (Level 1)	
	3.2. Six (6) business hours for serious degradation of application performance or functionality (Level 2)	
	3.3. One (1) business day for application issues that moderately impacts business operations	
	3.4. Two (2) business days for issues or questions with limited business impact	

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);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder; **and**
- (k) Additional contract documents pursuant to Clause 21.1, Section III. Bid Data Sheet.

 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, form is provided for under Section VIII. Checklist of Technical and Financial Documents.

Financial Documents

- (f) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (g) 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

- (h) 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)

- (i) *[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.
- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

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 of agent	Amount and Purpose of 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]

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: _____

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 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]

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/manufacturer/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]

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

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

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 _____, 2020.

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

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
Total Value of All Outstanding Contracts: P38,000,000.00								

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:

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

Service Level Agreement

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 **one (1) year** or until the SLA is renegotiated after the date of end-user acceptance is determined.

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 support; and
 - 2.1.2. Monitored email support.

3. Service Management

- 3.1. Service Support Channels
 - 3.1.1. In the event that a software or hardware 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 or cellphone on **<telephone-number>**; or
 - 3.1.1.2. By creating a new online Support Ticket at **<URL>**; or
 - 3.1.1.3. 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 invoice and/or serial number of the System exhibiting a problem;
 - 3.1.2.2. The version of the operating System currently being used;
 - 3.1.2.3. The names and models of any peripheral devices attached to the System;
 - 3.1.2.4. The names and model numbers of any components added to the System since the original invoice;
 - 3.1.2.5. 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;
 - 3.1.2.6. Access to the System; and
 - 3.1.2.7. 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 replace 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 holiday)

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.

Conforme:

Name:
Title:
Company Name:
Date:

Republic of the Philippines



Government Procurement Policy Board