

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause												
5.3	For this purpose, contracts similar to the Project shall be: a. Collaboration Suite and Email Software as a Service. b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.											
7.1	<i>Subcontracting is not allowed.</i>											
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.											
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than <i>Pesos: Sixty-Two Thousand Four Hundred Sixty (Php62,460.00)</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Pesos: One Hundred Fifty-Six Thousand One Hundred Fifty (Php156,150.00)</i> if bid security is in Surety Bond.											
15	Each Bidder shall submit one (1) original and two (2) certified copies of the original copy.											
19.3	<table><tr><td><i>Identification No.</i></td><td><i>Group Title/Items</i></td><td><i>Quantity</i></td><td><i>ABC, inclusive of all applicable taxes</i></td></tr><tr><td><i>PGC-BAC-2023-002G</i></td><td><i>Collaboration Suite and Email Software as a Service</i></td><td><i>332 user licenses</i></td><td><i>Php3,123,000.00</i></td></tr></table>	<i>Identification No.</i>	<i>Group Title/Items</i>	<i>Quantity</i>	<i>ABC, inclusive of all applicable taxes</i>	<i>PGC-BAC-2023-002G</i>	<i>Collaboration Suite and Email Software as a Service</i>	<i>332 user licenses</i>	<i>Php3,123,000.00</i>			
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20.2	<i>No further instruction</i>											
21.2	<i>No further instruction</i>											
	TIE BREAKING METHOD (GPPB CIRCULAR 06-2005): In the event two or more of the bidders have been post-qualified as Lowest Calculated and Responsive Bid (LCRB), the BAC Chairperson shall roll a dice to break the tie in the presence of the bidder's representative and COA representative (observer). The bidder with the highest number shall be declared as the winning bidder. The absence of the bidder's representative or observer shall not nullify the proceeding. M. Alian											

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

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

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: <i>For Goods supplied from abroad:</i> “The delivery terms applicable to the Contract are DDP delivered BPI Philamlife Building, 22nd-24th floor, 6811 Ayala Life FGU Center, Ayala Avenue, Makati City, Metro Manila, Philippines. In accordance with INCOTERMS.” <i>For Goods supplied from within the Philippines:</i> “The delivery terms applicable to this Contract are delivered BPI Philamlife Building, 22nd-24th floor, 6811 Ayala Life FGU Center, Ayala Avenue, Makati City, Metro Manila, Philippines. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.” Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Lloyd A. Sioson. Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and <i>M. Julian</i>

	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	<i>The terms of payment shall be as follows:</i> • Payment to the service provider for the 332 user licenses is thirty (30) Calendar Days upon acceptance • Any additional licenses shall be equivalent to one-month unit cost per month regardless of the day of the month it was added. • Sample of flexible subscription: ○ <i>Number of licenses prior to 1st of May 2023 is 332.</i> ○ <i>One (1) license is added on 1st of May 2023.</i> ○ <i>Another one (1) license was added on the 31st of May 2023.</i> ○ <i>PHILGUARANTEE shall be billed for the additional two (2) licenses on the month of May 2023 onwards till the end of contract period.</i> • Additional licenses shall be billed separately monthly based on the monthly unit price of the bid. • The total amount paid shall not exceed the Approved Budget for Contract (ABC) Pesos: Three Million One Hundred Twenty-Three Thousand (Php3,123,000.00), inclusive of all applicable taxes. Payment to the service provider shall be based on the actual license plan availed and in use.
4	No further instruction <i>M. Adriano</i>

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, Weeks/Months
1	1TB cloud storage with pooling	332	332	Twelve (12) Months upon activation
2	Administrators Training, Maximum of ten (10) Participants (On site)	1 session	1 session	To be scheduled
3	End-user Training, Maximum of thirty (30) Participants (On site)	6 sessions	6 sessions	To be scheduled
				M. Adriano

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<i>[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.]</i>

M. Adriana

	Bidders are required to submit a datasheet of the goods/products to be supplied such as brochures, manuals, or other documentary references.	
	For easy referencing by the BAC, bidders are advised to indicate the section and page number of the supporting documents in the Statement of Compliance column.	
1.0	Number of users licenses: 332	
1.1	Must have a secure business email. Use of PHILGUARANTEE domain	
1.2	Secure cloud storage 1TB per user with pooling	
1.3	Phishing and spam protection that blocks more than 99.9% of attacks	
1.4	Ad-free email experience	
1.5	Video and voice conferencing	
1.6	Meeting length (maximum) 24 Hours	
1.7	Digital whiteboarding	
1.8	Meeting recordings saved to Cloud Storage	
1.9	Polling and Q&A	
1.10	Support for over 100 file types	
1.11	Shared drives for the team	
1.12	Chat Team messaging	
1.13	Turn history on or off by default	
1.14	Auto-accept invitations	
1.15	Chat outside of your domain	
1.16	Calendar Shared calendars	
1.17	Browse and reserve conference rooms	
1.18	Docs, Sheets, Slides Collaborative content creation	
1.19	Shared Notes	<i>M. Adriano</i>

1.20	Sites website builder	
1.21	Forms survey builder	
1.22	Interoperability with Office files	
1.23	Easier analysis with Smart Fill, Smart Cleanup, and Answers	
1.24	Writing assistance with Smart Compose, grammar suggestions, and spelling autocorrect	
1.25	Custom branding for document and form templates	
1.26	2-step verification	
1.27	Group-based policy controls	
1.28	Advanced Protection Program	
2.0	Mobile management to remotely protect and manage Android, iOS and other devices running the Google Chrome browser	
2.1	Access to Admin Panel to centrally manage all end users and groups, application configuration, security settings, and connected devices	
2.2	Full platform accessibility across any device running on all major desktop/mobile operating systems	
2.3	SLA: 99.9% availability	
2.4	9x5 technical support for uptime and/or technical-related issues across email, Chat, direct phone, and SMS. Monday to Friday 8:00am to 5:00pm	
3.0	One (1) Session Administrators Training, Maximum of ten (10) Participants - On Site	
3.2	Six (6) Sessions End-user Training, Maximum of thirty (30) Participants - On Site	
3.3	Training materials of the participants in Video or electronic documents	
4.0	Option to add User licenses on demand.	

M. Adrian

5.0	Option to add Archiving Feature licenses on demand.	
6.0	Must submit a letter from the principal certifying partnership and/or resellership for at least five (5) years.	
7.0	Must have at least two (2) Certified sales and deployment Specialists of the services being offered.	
8.0	Must submit certificates of satisfaction from at least two (2) clients with equal or more than the required number of users of PhilGuarantee	
9.0	Breakdown of monthly license cost must be provided in the Price Schedule to be submitted together with the financial bid.	
10.0	Payment to the service provider for the 332 user licenses is thirty (30) Calendar Days upon acceptance	
11.0	Any additional licenses shall be equivalent to one-month unit cost per month regardless of the day of the month it was added.	
	Sample of flexible subscription: <i>Number of licenses prior to 1st of May 2023 is 332.</i> <i>One (1) license is added on 1st of May 2023</i> <i>Another one (1) license was added on the 31st of May 2023.</i> <i>PHILGUARANTEE shall be billed for the additional two (2) licenses on the month of May 2023 onwards till the end of contract period.</i>	
12.0	Additional licenses shall be billed separately monthly based on the monthly unit price of the bid.	
13.0	The total amount paid shall not exceed the Approved Budget for Contract (ABC) Pesos: Three Million One Hundred Twenty-Three Thousand (Php3,123,000.00) , inclusive of all applicable taxes. Payment to the service provider shall be based on the actual license plan availed and in use.	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

M. Adriano

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.

Financial Documents

- ☐ (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.

II. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (k) [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