# **TERMS OF REFERENCE**

# Three (3) Year Disaster Recovery Collocation Services Project – Rental Services and Power Usage (Negotiated Procurement After Two Failed Biddings)

Item		Specifications	Statement of Compliance
1.	DISAST		
1.1.	LEASE		
	1.1.1.	Must be at least forty (40) square meters. (floor area of the equipment only)	
	1.1.2.	Must be in a secured, partitioned enclosure with locks (keys or access privileges must be provided to SSS).	
	1.1.3.	Must be separately located from:	
		Printers area/room	
		Security Control Room	
	1.1.4.	Must have flooring systems that protect equipment from static electricity discharges.	
	1.1.5.	Must ensure uninterrupted and continuous SSS ICT operations	
	1.1.6.	Must allow SSS' 24x7 operations.	
	1.1.7.	230V for the UPS power supply to the existing rack cabinets with spare units for 2 rack cabinets and with 30AT rated circuit breakers minimum.  Must have systematically organized/arranged cabling. Structured cabling and electrical wiring should be placed on the overhead cable trays.  Power and signal wirings shall be separated to avoid interferences.	
	1.1.8.	Must be able to accommodate at least the SSS equipment and their requirements as enumerated in Annex A, and/or as per IT equipment manufacturers' recommendations, and preferably with available space to accommodate additional racks.  Rack arrangement should be in accordance with best industry standard practices such that hot spots and cold spots are considered in the IT room or data center infrastructure design.	
	1.1.9.	Must be expandable to 14 racks in all, when needed. Expansion requirement will be subject to separate negotiation and budget	
	1.1.10	SSS has the option to terminate the contract, <b>at any time</b> , <b>for cause</b> , but in no case the termination be earlier than one (1) year from the effectivity of the contract.	

Item		Specifications	Statement of Compliance				
1.2.	BUILD						
	1.2.1.	Must be designed, built and/or retrofitted in accordance with specifications on data center building/facility of the National Structure Code of the Philippines.					
	1.2.2.	Must be designed, built and/or retrofitted to comply to Seismic Zone 4 specifications. Must submit certification of compliance from structural engineer.					
	1.2.3.	Entire leased space allocated must be situated in a single floor not lower than the 1 <sup>st</sup> floor ground level nor higher than the 5 <sup>th</sup> floor of the data center.					
	1.2.4.	Must be dedicated for data center services only.					
	1.2.5.	Must have multiple access through major road networks to provide alternate approaches in case of closure of critical infrastructure.					
	1.2.6.	Must be accessible 24/7.					
	1.2.7.	Must be in an electric power grid and Telco switching circuits which are separate from SSS Main Data Center located at East Avenue, Diliman, Quezon City, Metro Manila.					
	1.2.8.	Must be wholly owned by service provider.					
1.3.	OPERA	TIONS					
	1.3.1.	Must have the following ISO Certifications:					
		<ul> <li>ISO 9001:2000 or ISO 9001:2008 (Quality Management Systems)</li> <li>ISO 27001:2005 for Information Security Management Systems</li> </ul>					
		o ISO ISO22301/ BS25999 for Business Continuity Program					
	1.0.0	o ISO 14001 for environmental management					
	1.3.2.	Must maintain its ISO certifications during lifetime of contract. All required ISO Certifications must be in effect on or before date of actual relocation.					
	1.3.3.	Must be manned on a 24/7 basis by certified skilled and specialist staff for support facilities (licensed practitioners in the following technical fields):					
		Electrical Engineering					
		Mechanical Engineering					
		Electronics and Communications Engineering					
2.		CATION SERVICE					
2.1	Must transfer all ICT equipment (Annex A) from Makati BRC to provider's co-location site.						
2.2	Must provide for the removal of any obstruction to equipment for pull out from Makati BRC building and its restoration after the pull out.						
2.3	installati	ve close coordination with SSS in disconnection/de- ton and reinstallation/re-connection of d SSS equipment.					
2.4	Must pro	ovide for Insurance of SSS DR equipment during the transfer.					

Item		Specifications	Statement of Compliance				
2.5	The Bid extent al more tha	o campana de la campana de					
	the TOR Entity to	ractors must submit the documentary requirements specified in . In the event that any subcontractor is found by the Procuring be ineligible, the subcontracting of such portion of the Goods disallowed.					
	Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or work						
3.	SUPPO	RT FACILITIES AND SERVICES					
3.1.		TILITIES: FIRE SUPPRESSION AND CCTION SYSTEM					
	3.1.1.	3.1.1. Must have automatic heat and smoke detection system, or Fire Detection and Alarm System, (FDAS) with horn sounder and strobe light.					
	3.1.2.	Must use water-free fire suppression and protection systems to arrest fire within the data center area.					
	3.1.3. Must comply to the following.  1.) US NFPA 75 & 2001, for the fire protection of Information Technology Equipment,  2.) Regulations in the use of clean agent fire extinguishing system.						
	3.1.4.	Must be controlled and monitored through a central monitoring system with quick response team to address in case of emergencies and with electronic alert systems to SSS representatives, in case of emergency and other related alarm in the DR environment					
	3.1.5.	Must have a portable fire extinguisher designed for the IT equipment in the area, and the fire exit routes must be with luminous directional signs towards fire escape routes.					

Item		Statement of Compliance	
3.2.	SITE U	TILITIES: COOLING SYSTEM	
	3.2.1.	Equipped with redundant Precision Air-Conditioning Units. (PACU) and with N+1 redundancy configuration as spare back-up unit during maintenance and repairs.  PACU's power source must have100% standby back-up.	
	3.2.2.	Must provide continuous cooling systems designed for IT Equipment, such as server, computer, switches, and telecom equipment in the precise controlled environment for Data Center.	
	3.2.3.	Must provide automatic controller to keep the temperature and humidity at desired environment suitable for ICT equipment enumerated in <b>Annex A</b> .	
	3.2.4.	Must be capable of controlling and setting desired ambient temperature ranges at 18-24 degrees Celsius and humidity range of 40-60% within the secured leased area or at ranges suitable for the Data Center Equipment.	
	3.2.5.	Supply cooled air from Precision Air-conditioning Unit must be directed at the front side of the rack cabinets.  Gaps between cabinets, and/or empty racks must be provided with blank cover, to avoid short circuit cooling or bypass cooling, and to maintain efficient heat transfer.  Hot and cold aisles separation shall be provided, introduced acrylic materials to redirect or deflect cold and hot air to air-cons intake and discharge flow.	
	3.2.6.	Hot air discharges or exhaust portion of the racks shall be deflected and contained towards the return pathways of the PACU to optimize cooling recirculation process.	
3.3.	SITE U	TILITIES: POWER	
	3.3.1.	Must have two sources of power grids or redundant power supply from the electrical power utility company or power supplier to the Data Center Facility.	
	3.3.2.	Must have 100% back-up / standby generator/s, and ready for immediate seamless switching ATS and with enough fuel to sustain the operation @ 24/7 in case of power interruptions.	
	3.3.3.	Must have redundant or two UPS power sources with 30Amp, 220VAC single phase distribution panel boards, 30A twist-lock convenient outlet/receptacle to supply PDU homeruns of the Rack cabinets and other equipment.	
	3.3.4.	UPS Batteries shall be capable of providing 15 minutes. backup runtime at full load rated capacity.	

Item		Specifications	Statement of Compliance
	3.3.5.		
		For the offered bid, the following fixed reference costs shall be used:	
		Monthly consumption: 12,500 kWh Pass-on Rate: ₱4.90/kWh : (Fixed reference based on June 2021 billing)	
		Premium Rate: P/kWh : (Offered Bid Amount in Peso/kWh)	
		The billing cycle or cut-off period for the energy consumption must be synchronized with meter reading date of the utility service provider or Retail Electricity Supplier (RES) of the bidder.	
		Formula for the bid calculation of UPS consumption:	
		Monthly Charges:	
		= (12,500 kWh) x (Pass-on Rate + Premium Rate) = (12,500kWh) x (P4.9kWh + P/kWh) = P/ mo.	
		Derivation of pass-on rate:  Pass-on rate = Total bill amount / Total kWh consumed	
	3.3.6.	Energy consumption for the cooling and lighting are not chargeable to SSS, its cost is embedded to the space rental.	
3.4.	SITE U	TILITIES: SECURITY	
	3.4.1.	Shall have full range of security solutions that will address unauthorized access to the site.	
	3.4.2.	Doors must have biometric access control with features not limited to the following: face recognition, proximity card, and / or radio frequency card for non-contact identification and authentication.	
	3.4.3.	Must have installed CCTV or IP Cam video surveillance system operating 24/7 around the establishment.	
		<ul> <li>strategically located within the data center, inside the building, its perimeters, common areas, immediate outside vicinities and other special concern areas,</li> </ul>	

Item		Specifications	Statement of Compliance
	3.4.4.	Leased area must be provided with 8 channels NVR- server (with intelligent features) with approximately 4 months retention period of video files and capable of remote controlling, monitoring, and feeds livestream viewing at SSS Main Office thru internet connection or other efficient means.	
	3.4.5.	Leased area CCTV/IP Surveillance systems must be equipped with at least 4 cameras connected to the NVR server.	
	3.4.6.	Data Center must be able to provide customer reports and card reader outputs, biometric outputs, and video footages in readable media upon request.	
	3.4.7.	Must provide the SSS with e-mail alerts within 15 minutes of all events within the leased space.	
	3.4.8	Must provide SSS with monthly reports with Daily environmental readings (average temperature and humidity), power consumption and daily access logs and access pass report	
3.5.	SITE U	TILITIES: NETWORK INFRASTRUCTURE	
	3.5.1.	Must have an existing service entrance wired infrastructure with Globe and PLDT and one other telco, such as Converge or Radius or Wifi City or iGov, that are already present in the data center.  Existing telcos must be capable of increasing bandwidth capacity (burstable) upon SSS demand/request.	
	3.5.2.	Must have at least one (1) telco which is in a circuit switch site separate from the same telco's circuit switch servicing SSS Main Data Center located in East Avenue, Quezon City.	
	3.5.3.	Must provide free in-house fiber optics and/or copper wiring from carrier rooms to leased area. Minimum number of existing cross connections:  a. Cat 5 E Copper: 5  b. Fiber: 10	
	3.5.4.	Provider's network infrastructure must be able to accommodate future SSS requirement of at least 10 Gbps for SSS web services.	
3.6.	SITE U		
	3.6.1.	Must allow SSS to conduct simulation tests twice a year.	
	3.6.2.	Must provide the SSS full access for a minimum of <u>5</u> days annually either on an intermittent or continuous basis to the following resources during contingencies or disaster recovery testing drills:	
		a. A meeting/staging room for contingency management that can seat at least ten (10) SSS personnel.	

Item	Specifications	Statement of Compliance					
	b. At least one (1) NDD-enabled telephone landline unit. All calls made from this telephone shall be billable to and payable by the SSS. Expenses for the NDD calls are not part of the Approved Budget for the Contract (ABC).						
	c. At least two (2) parking slots for SSS vehicles which must be provided during contingencies and simulation tests.						
4.	PROJECT MANAGEMENT SERVICES						
4.1.	Must provide project management services during the engagement period to ensure timely implementation of all contract deliverables.						
4.2.	Must conduct a minimum of 1-day workshop planning to be participated by at most 10 SSS personnel within ten (10) calendar days upon receipt of Notice to Proceed and signed contract.						
5.	DOCUMENTATION						
5.1.	Must provide the SSS with one (1) set of hard and soft copies of the Project Implementation Plan and the corresponding documents therein.						
5.2.	Must provide SSS with one (1) set of hard and soft copies of a list of the vendor's support equipment, facilities and resources.						
5.3.	Must provide the SSS with one (1) set of hard and soft copies of facilities rules, policies and procedures.						
5.4.	Must provide SSS with a monthly account review report in soft and hard copies.						
6.	OTHER REQUIREMENTS						
6.1.	Must be able to provide at least two (2) standard 600mm x 1000mm equipment racks complete with dual PDUs in each rack for SSS equipment. RACKS are standard 42 RU.						
6.2.	Must be able to provide one (1) laptop to be used for remote monitoring by SSS personnel. The technical specifications of the laptop must conform to the latest SSS Standards for laptop devices. (Annex B).						

DOC	CUMENTARY REQUIREMENTS
1	PhilGEPS Registration
2	SEC Registration
3	Mayor's Permit
4	Tax Clearance
5	Bid Form (Form 1)
6	Price Schedules/Bid Breakdown (Form 2)
7	Bid Securing Declaration (Form 3)
8	Omnibus Sworn Statement (Form 4)

## ANNEX A -LIST OF EQUIPMENT AND COST

SYSTEM/		DI	MENSION	IS AND W	EIGHT		ACTUAL
RACK NUMBER	CONTENTS	Height (in)	Width (in)	Depth (in)	Weight (kgs)	POWER	COSTS (Php)
Financial Accounting System (FAS) Rack No. 1	1 Unit IBM 8284 model 22A 1 Unit HMC:7042 CR9 HW Mgt Console 1 Unit flat panel console kit 1:7316 Model TF4 1 Unit Model T42 1 Unit IBM Storwize V7000 SFF control 2 Units IBM System Storage Sun 24B-4 Express	(111)		d RU42	(Ago)	200-240 VAC, Single Phase	6,037,263.11
	SL-42U 19 Rack Cabinet	77	23.5	39.4	1625		
Rack No. 2	1 Unit Cisco ASR 1002 1 Unit Cisco 4507 1 Unit Cisco 2960 1 Unit Solid IP					100V-240V AC/DC	1,676,931.09
Customer Relationship Management System Rack No. 3			Standar	d RU43		200-240 VAC, Single Phase	4,500,000.00
Oracle Rack Cabinet 1242 Rack No. 4	Oracle Rack 1242 P 1 Unit Allied Telesis X550 Series Management Switch 1 Unit Allied Telesis X550 Series Management Switch 1 Unit Al0 Load Balancer 1 Unit Oracle X8-2 Server 1 Unit SPARC S7-2 Server 1 Unit SPARC T8-1 Server 1 Unit SPARC M8-8 Server	78.74	23.725	79.6		200-240 VAC, 50-60hZ	24,907,183.46

## ANNEX A -LIST OF EQUIPMENT AND COST

SYST EM/	CONTENTS	DIMENSIONS AND WEIGHT				DOM/DD	ACTUAL
RACK NUMB ER		Height (in)	Width (in)	Depth (in)	Weight (kgs)	POWER	COSS (Php)
Oracle Rack Cabinet 1242 Rack No. 5	Oracle Rack 1242 PDU 1 Unit IBM System Networking SAN24B- 5 1 Unit IBM System Networking SAN24B- 5 1 unit ZFS Storage ZS7-2 100TB 1 unit ZFS Storage ZS7-3 100TB 1 unit Oracle Storage DE3-24P 39.56TB 1 unit Oracle Storage DE3-24P 24.2TB	78.74	23.725	79.6		200-240 VAC, 50- 60hZ	23,371,906.11
Oracle Rack Cabinet 1242 Rack No. 6	Oracle Rack 1242 Power Conduits  1 Unit CISCO Nexus 9300 Top of Rack Switch 1 Unit CISCO Nexus 9300 Top of Rack Switch 1 Unit KVM Switch 1 Unit SPARC T8-1 Server 1 Unit SPARC T8-2 Server 1 Unit SPARC M8-8 Server	78.74	23.72 5	79.6		200-240 VAC, 50- 60hZ	28,306,579.65

## ANNEX A -LIST OF EQUIPMENT AND COST

SYSTEM /RAC K NUMBER	CONTENTS	DIMENSIONS AND WEIGHT	POWER	ACTUAL COSTS (Php)
Oracle Rack Cabinet 1242 Rack No. 7	Oracle Rack 1242 PDU – 5 Units Exadata X8-2  • Unit 2x 24-core Intel Xeon 8260 Processors (2.4 Ghz), • Unit 2x 16-core Intel Xeon 5218 Processors (2.3 Ghz), • 1 Unit 172.8TB Internal Storage, 576GB RAM	78.74 23.72 79.6	200-240 VAC, 50- 60hZ	37,602,102.69
Generic Rack for various NW/Sec urity Systems Rack No. 8	<ol> <li>Unit CISCO ASR</li> <li>Unit Fortinet /Fortigate 600 C</li> <li>Unit of Fortigate 601E</li> <li>Unit Infoblox Trinzic 1400</li> <li>Unit Catalyst 2960 X Series</li> <li>Unit Cisco 2951</li> <li>Unit Domain Server</li> <li>Units Catalyst 2960</li> <li>Unit of F5 8050</li> </ol>	Standard RU42	200-240 VAC, Single Phase	11,900,000.00
Window s Server Consolid ation Rack No. 9	Unit 43RU Enclosure 2 Units Lenovo ThinkAgile MX Certified Node 1 1 Units Lenovo ThinkSystem NE2572 TOR Switch 1 Unit F5 Load Balancer	Standard RU43	200-240 VAC, Single Phase	7,047,389.48
ARMS Storage Rack No. 10	<ol> <li>Unit V7000 Expansion Enclosure</li> <li>Unit Lenovo Switch</li> <li>Units Lenovo Servers</li> <li>Unit Nexus Switch</li> <li>Unit IBM Console Manager</li> </ol>			
SYSTEM/ RAC K NUMBER	CONTENTS	10 DIMENSIONS AND WEIGHT	POWER	ACTUAL COST (Php)

ARMS Stora ge Rack No. 11	3 Units IBM P750  1 Unit IBM P750     expansion Drawer  2 Units IBM System     Networking SAN24B- 5  1 Unit IBM HMC  1 Unit IBM Flat Panel  1 Unit Lenovo Switch  1 Unit IBM Power 8     (Loaner Server)	30,600,000.00			
	TOTAL				

# **ANNEX B – Standard Technical Specification of IT Equipment**

# 1. LAPTOP

	4 Cores, 8 Threads, 4MB L3 Cache, Latest Generation	
PROCESSOR	(last two generation series)	
MEMORY	8 GB 2400 MHz DDR4	
HARD DRIVE	500 Solid State Drive (SATA or NVMe)	
VIDEO CARD	Integrated, with at least 1GB Shared RAM	
CONNECTIVITY	On-board Ethernet 10/100/1000 mbps     Wireless LAN Card: IEEE 802.11 b/g/n     Bluetooth v.5.0	
DISPLAY	14" widescreen LED Backlit, 1920 x 1080	
AUDIO	Integrated stereo speaker and digital microphone	
WEBCAM	Integrated Web Camera	
INPUT DEVICE	Keyboard, Touchpad	
USB PORT	3 USB ports	
AUDIO PORT	Headphone and microphone connector or combo	
EXTERNAL VIDEO INTERFACE	HDMI and VGA (or VGA adapter)	
LAN INTERFACE	Ethernet (RJ-45)	
BATTERY	Minimum of 5 hours battery runtime on full charge	
WEIGHT	Maximum of 2.0 kgs. (inclusive of battery)	
OPERATING SYSTEM	<ul> <li>Must be able to support SSS existing applications running on WINDOWS 10 Professional (64-bit) OS and Internet Explorer 11/Edge</li> <li>Must be Original Equipment Manufacturer (OEM) License</li> <li>The proposed hardware must have a certification from the manufacturer stating the hardware can run WINDOWS 10 Professional (64-bit) OS.</li> <li>Must have Certificate of Authenticity (COA) sticker or license key must be embedded in BIOS</li> </ul>	
WARRANTY	3-year warranty, inclusive of parts and services, with onsite annual preventive maintenance during warranty period	
ACCESSORIES	Must include the following:  • Laptop bag • Mouse pad  • USB Optical Mouse (must be same brand as laptop)	

## **Bid Form for the Procurement of Goods**

Three (3) Year Disaster Recovery Collocation Services Project – Rental Services and Power Usage, Rental Services and Power Usage (Negotiated Procurement)

Date:	
Project Identification No.:	

To: SOCIAL SECURITY SYSTEM

East Avenue, Diliman, Quezon City

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] Three (3) Year Disaster Recovery Collocation Services Project – Rental Services and Power Usage, Rental Services and Power Usage 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/Bid Breakdown 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/Bid Breakdown,

If our Bid is accepted, we undertake:

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

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

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

Name and address Amount and Purpose of of agent Currency Commission or gratuity	
or agent currency commission or gratuity	
(if none, state "None")	

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

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

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

The undersigned is authorized to submit the 3bid 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/Bid Breakdown, 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(s)/Bid Breakdown

Name of Bidder	Invitation to Bid Number	

Cost Component	YEAR 1 must not exceed the ABC of P 9.11 M	YEAR 2 must not exceed the ABC of P7.56 M	YEAR 3 must not exceed the ABC of P 7.56M
1. Relocation of equipment		N/A	N/A
<ul> <li>Use of at least 40 square meters of data center space</li> <li>(a) Use of office space for 3 persons with phone during contingencies and DR Simulation</li> <li>(b) Power consumption inclusive of pass on/utility and premium rates.</li> </ul>			
TOTAL			
GRAND TOTAL	P		

#### Note:

- 1. Any bid in excess of the ABC as indicated above shall not be accepted.
- 2. Fill up all required items/field in the bid breakdown. Failure to indicate any of the following shall mean outright disqualification since bid is considered Non-Responsive.
  - If the item is given for free, indicate dash (-), zero (0) or free
  - If the item is not applicable, indicate N/A
- 3. Please use the softcopy of the Bid Breakdown provided to the bidders.
- 4. All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 5. Bid proposal must be inclusive of all applicable taxes.
- 6. Warranty requirement is at no cost to SSS.

Name:	
Legal capacity:	-
Signature:	-
Duly authorized to sign the Bid for and behalf of:	

## **Bid Securing Declaration Form**

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;
  - I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and
     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)**

\_\_\_\_\_

REPUBLIC OF THE PHILIPPINE	ES)
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 Tentity, 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. <u>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.</u>

**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]

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