

PHILIPPINE BIDDING DOCUMENTS

Procurement of a Data Center Backup and Recovery Solution for the Head Office and Public Economic Zones (PEZA-HO-2021-05)

Government of the Republic of the Philippines

**Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



PHILIPPINE ECONOMIC ZONE AUTHORITY

INVITATION TO BID FOR PROCUREMENT OF A DATA CENTER BACKUP AND RECOVERY SOLUTION FOR THE HEAD OFFICE AND PUBLIC ECONOMIC ZONES (PEZA-HO-2021-05)

1. The **Philippine Economic Zone Authority**, through the **Corporate Budget for Year 2021** intends to apply the sum of **Six Million Five Hundred Thousand Pesos (PhP 6,500,000.00)** being the ABC to payments under the contract for **Procurement of a Data Center Backup and Recovery Solution for the Head Office and Public Economic Zones (PEZA-HO-2021-05)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Economic Zone Authority** now invites bids for the above Procurement Project. *Delivery of period is within 60 days; completion period is required within 60 days; thus, total period for delivery and completion is within 120 days.* Bidders should have completed, *within five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from Philippine Economic Zone Authority and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays, 9:00 AM to 4:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **05 October 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 (PhP10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees.
6. The Philippine Economic Zone Authority will hold a Pre-Bid Conference on **13 October 2021, 3:00 PM** at the 10th Floor, Double Dragon Center West Building, DD

Meridian Park, Macapagal Avenue, Pasay City and/or **through video conferencing or webcasting via Microsoft Teams**, which shall be open to prospective bidders.

Interested bidders shall inform the PEZA-BAC, through its Secretariat, by sending an email at **bacsec@peza.gov.ph**, of their intention to participate in the Pre-Bid Conference at least one (1) day prior to the date of the conference.

The Pre-Bid Conference will be conducted online to be able to observe social distancing.

7. Hard copy of bids with a soft copy in USB must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **25 October 2021, 10:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **25 October 2021, 10:00 AM** at the **10th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City** and through video conferencing or webcasting via Microsoft Teams to observe social distancing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The schedule for bidding activities is as follows:

Activity	Schedule
Posting of Invitation to Bid	05 October 2021
Issuance and Availability of Bid Documents	05 – 25 October 2021
Pre-Bid Conference	13 October 2021, 3:00 PM
Deadline for Submission of bids	25 October 2021, 10:00 AM
Opening of Bids	25 October 2021, 10:00 AM

11. The Philippine Economic Zone Authority reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

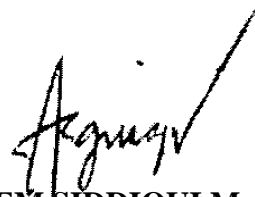
*Philippine Economic Zone Authority
Bids and Awards Committee (BAC) Secretariat
10th Floor, Double Dragon Center West Bldg., DD Meridian Park, Macapagal Avenue
Pasay City
Email: bacsec@peza.gov.ph
Telefax No. 8551-3438
Tel. No. 8551-3451 local 634
www.peza.gov.ph*

13. You may visit the following websites:

For downloading of Bidding Documents:

<http://www.peza.gov.ph/index.php/bid-opportunities>

01 October 2021



GM ALEEM SIDDIQUI M. GUIAPAL
BAC Chairperson 

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Economic Zone Authority** wishes to receive Bids for the **Procurement of a Data Center Backup and Recovery Solution for the Head Office and Public Economic Zones** with identification number **PEZA-HO-2021-05**.

The Procurement Project (referred to herein as “Project”) is composed of 1 unit Backup Solution for Head Office, BCEZ, CEZ and MEZ, 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 *Corporate Budget for Year 2021* in the amount of **Six Million Five Hundred Thousand Pesos (PhP 6,500,000.00)**.

2.2. The source of funding is:

PEZA Board approved Corporate Operating Budget.

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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

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 10th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City and/or **through videoconferencing/webcasting via Microsoft Teams** 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 *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

- iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) days* from date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. 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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Procurement of Data Center Backup and Recovery Solution.</i> b. completed within five (5) years 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 <i>10th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City</i> 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: <ul style="list-style-type: none"> a. The amount of not less than <i>One Hundred Thirty Thousand Pesos (PhP130,000.00)</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>Three Hundred Twenty-Five Thousand Pesos (PhP325,000.00)</i> if bid security is in Surety Bond.
19.3	<i>Not applicable</i>
20.2	<i>None</i>
21.2	Latest income and business tax returns [BIR Form 1701Q & 1701; BIR Form 2550M & 2550Q within the last six months preceding the date of bid submission] filed through eFPS

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>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>“The delivery terms applicable to this Contract are delivered <i>10th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City</i>. 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 <i>Mr. Kelvin Magilas Y. Itaas</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; c. 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
	<ol style="list-style-type: none"> d. 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>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.</p>

	<p>Intellectual Property Rights –</p> <p>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.</p>
2.2	<i>Not applicable</i>
4	The inspections and tests that will be conducted are: <i>Not applicable</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
Item 1	Back-up Server for the Head Office	1	1	Delivery = 60 Calendar Days Completion = 60 Calendar Days Total period for delivery and completion = 120 Calendar days
Item 2	Back-up Server for Public Zones (BCEZ, CEZ, MEZ)	3	3	Delivery = 60 Calendar Days Completion = 60 Calendar Days Total period for delivery and completion = 120 Calendar days
Item 3	Backup and Replication License for Head Office and Public Zones (CEZ, BCEZ, MEZ)	4	4	Delivery = 60 Calendar Days Completion = 60 Calendar Days Total period for delivery and completion = 120 Calendar days

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
Item 1	Back-up Server for the Head Office	<p><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></p>
	Form Factor 2U SFF Rackmount with Rail Kit	
	Processor 1 x Intel Xeon-Silver 4114 (2.2GHz/10-core/85W)	
	Memory 16GB Single Rank x4 DDR4-2666	
	Hard Disk Drives	

	2 x 300GB SAS 12G Enterprise 15K SFF (2.5in) 8 x 2.4TB SAS 12G Enterprise 10K SFF (2.5in)	
	Maximum Storage Capacity Up to 72TB with SFF SAS HDD (24 + 6)	
	Expansion 1 x 12Gb SAS Expander Card Kit with Cables	
	Network Controller 4 x 1gb Ethernet Port	
	Battery Backup 1 x 96W Smart Storage Battery (up to 20 Devices) with 145mm Cable Kit	
	Controller Smart Array (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	
	Raid Support RAID 0,1,5 & 10	
	Power Supply 2 x 500W Hot Plug Low Halogen Power Supply Kit	
	Supported OS Windows Server 2019: Essentials, Standard, Datacenter Windows Server 2016: Essentials, Standard, Datacenter Windows Server 2012 R2: Essentials, Standard, Datacenter Microsoft Hyper-V Server: 2012 R2, 2016 & 2019 VMware vSphere 6.0 U3, 6.5 U2 & 6.7 U1 ClearVM: 7.6 & 8.0 Red Hat Enterprise Linux (RHEL) 7.6 w/ Kbase** SUSE Linux Enterprise Server (SLES) 12 SP4 and 15 SP1 (includes Xen)**	
	Knowledge Transfer Complete features of the product.	
	Warranty 5 years on parts and labor, 24 x 7 Onsite, with retention policy for defective media. Must have a technical support Toll-Free number for technical assistance within working hours and should be operational and functional for at least within the warranty period. For Backup Software, 8x5 Implementation and Onsite Support	

	<p>ISO Certification Manufactured by an ISO 9001 or ISO 9002 certified Enterprise Server manufacturing company. (supported by certified true copy of ISO certification)</p>	
	<p>Quality Assurance All components must be of the same brand and should be factory installed with corresponding part numbers and description that can be viewed and verified via web. All servers proposed must be of the same brand.</p>	
	<p>Bidder Qualification</p> <ol style="list-style-type: none"> 1. Bidder must have the following regular and locally based employees with certification of employment. <ol style="list-style-type: none"> a. One Project Manager b. One certified server engineer for the product. c. One certified backup solutions engineer 2. Bidder must be an authorized reseller and support provider for the items being offered. 3. Bidder must be a Premiere partner of proposed products 4. Must have a Helpdesk Support System in place to accommodate PEZA technical request. 5. On-site support will be at the PEZA Head Office. Winning bidder will provide Phone support to PEZA remote sites(Cavite, Mactan, Baguio) 6. Support availability in Cebu either thru Manufacturer or Authorized Service Provider 7. The winning bidder shall be responsible for all cost related service support that will address hardware problems for duration of the warranty. 	
	<p>Deployment Installation and Configuration</p>	
Item 2	<p>Back-up Server for Public Zones (BCEZ, CEZ, MEZ)</p>	
	<p>Form Factor 2U Large Form Factor With Rail Kit</p>	
	<p>Processor 1 x Intel Xeon-Silver 4114 (2.2GHz/10-core/85W)</p>	

	Memory 1 x 16GB Single Rank x4 DDR4-2666	
	Hard Disk Drives 2 x 300GB SAS 12G 15K LFF (3.5in) 3 x 2TB SAS 12G 7.2K LFF (3.5in)	
	Maximum Storage Capacity Up to 72TB with SFF SAS HDD (24 + 6)	
	Network Controller 4 x 1gb Ethernet Port	
	Battery Backup 96W Smart Storage Battery (up to 20 Devices) with 145mm Cable Kit	
	Controller Smart Array(16 Internal Lanes/4GB Cache/SmartCache) 12G SAS Modular Controller	
	Raid Support RAID 0,1,5 & 10	
	Power Supply 2 x 800W Hot Plug Low Halogen Power Supply Kit	
	Supported OS Windows Server 2019: Essentials, Standard, Datacenter Windows Server 2016: Essentials, Standard, Datacenter Windows Server 2012 R2: Essentials, Standard, Datacenter Microsoft Hyper-V Server: 2012 R2, 2016 & 2019 VMware vSphere 6.0 U3, 6.5 U2 & 6.7 U1 ClearVM: 7.6 & 8.0 Red Hat Enterprise Linux (RHEL) 7.6 w/ Kbase** SUSE Linux Enterprise Server (SLES) 12 SP4 and 15 SP1 (includes Xen)**	
	Knowledge Transfer Complete features of the product.	
	Warranty 5 years on parts and labor, 24 x 7 Onsite, with retention policy for defective media. Must have a technical support Toll-Free number for technical assistance within working hours and should be operational and functional for at least within the warranty period.	
	ISO Certification Manufactured by an ISO 9001 or ISO 9002 certified Enterprise Server manufacturing	

	company. (supported by certified true copy of ISO certification)	
	<p>Quality Assurance All components must be of the same brand and should be factory installed with corresponding part numbers and description that can be viewed and verified via web. All servers proposed must be of the same brand.</p>	
	<p>Bidder Qualification</p> <ol style="list-style-type: none"> 1. Bidder must have the following regular and locally based employees with certification of employment. <ol style="list-style-type: none"> a. One Project Manager b. One certified server engineer for the product. 2. Bidder must be an authorized reseller and support provider for the items being offered. 3. Bidder must be a Premiere partner of proposed products 4. Must have a Helpdesk Support System in place to accommodate PEZA technical request. 5. On-site support will be at the PEZA Head Office. Winning bidder will provide Phone support to PEZA remote sites(Cavite, Mactan, Baguio) 6. Support availability in Cebu either thru Manufacturer or Authorized Service Provider 7. The winning bidder shall be responsible for all cost related service support that will address hardware problems for duration of the warranty. 	
Item 3	Backup and Replication License for Head Office and Public Zones (CEZ, BCEZ, MEZ)	
	<p>License 3 Years Backup and Replication License Perpetual license for backup and replication for upto 4 CPU sockets</p>	
	<p>Backup and Replication Features Solution should support back up of all operating systems that are supported by VMware, Hyper V & Nutanix AHV in a single product Solution should support replication of Virtual Machines for all operating</p>	

	<p>systems that are supported by VMware and Hyper-V in a single product</p> <p>Solution should be capable of VM image level backup and VM host based replication to a Disaster Recovery site managed from the single console.</p> <p>2-in-1 backup and replication solution in a single product.</p> <p>Agentless protection without the need to install individual agents inside each Guest VMs.</p> <p>Support for LAN-free(SAN mode) data backup, Hot add and Network transport mode</p> <p>Support for backup and replicate thin and thick provisioned VMs for both VMware & HyperV Virtualization Platform</p> <p>Ability to utilize forever forward incremental, forward incremental & reverse incremental backup methodology.</p> <p>Ability to provide application-consistent backups and replication (utilizing MS VSS or VMware Tools).</p> <p>Support for continuous job schedule to immediately start the backup job once upon completion to provide near-Continuous Date Protection (CDP) for both VMware & HyperV Virtualization Platform</p> <p>Ability to backup to tape jobs using the same media pool which can process backup files from separate backup job simultaneously.</p> <p>Solution must be able to replicate Virtual Machines on site for high-availability or off-site for disaster recovery for both VMware & HyperV Virtualization Platform</p> <p>Ability to use failover plans that has created in advanced for built in orchestration that enable easy 1-click site failover for VMware Virtualization Platform</p> <p>Solution must be able to provide assisted failover and failback of the Virtual Machines. It must also provide intelligent mechanism which includes automated Re-IP and network mapping of VMs on DR site and a failback</p>	
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	<p>technology which transfers only changed blocks back to production site for both VMware & HyperV Virtualization Platform</p> <p>Ability to perform planned and unplanned failover to DR site for both VMware & HyperV Virtualization Platform</p> <p>Ability to perform replication from backup files without impact on production environment both VMware & HyperV Virtualization Platform</p> <p>Ability to configure failover plan to add VMs from replicas, move them up or down to get a boot order and set delay for each VM so that VM don't start before a previous one start up for both VMware & HyperV Virtualization Platform</p> <p>Ability to configure replication on schedule basis and "continuously" schedule for both VMware & HyperV Virtualization Platform</p> <p>Solution must able to backup latest operating system and application such as Windows Server 2016, Microsoft Application 2016 (SQL, Exchange , Sharepoint)</p> <p>Ability to store and archive backups on object storage by leveraging native object storage integration with on-premises, AWS, Microsoft Azure, IBM Cloud and multiple S3 compatible storage offers.</p> <p>Ability to create image-based backups and replicas as often as necessary with little to no impact on production using storage snapshots</p> <p>The software should be able to perform secondary backup copy to a Cloud Server Provider location</p> <p>Agentless backup for the following applications: Active Directory, SQL, Oracle, Sharepoint and Exchange</p>	
	<p>Recovery</p> <p>Ability to perform recovery of full VM image, VM Configuration File, guest OS files and application items.</p> <p>Ability to perform Instant recovery of VM by starting up VM in production environment, directly from the native</p>	

	<p>backup file without the need to perform restoration.</p> <p>Ability to perform agentless granular recovery object and container for group policy object, AD integrated DNS records and Configuration partition records</p> <p>Ability to provide agentless table level recovery of a single SQL Server database</p> <p>Ability to perform agentless quickly search individual SharePoint items, lists and permissions and restore them back into production without needing to restore the entire database</p> <p>Ability to restore individual VMs, guest files and application items from storage snapshots</p>	
	<p>Security</p> <p>Ability secure backup data and network transfers with end-to-end AES 256-bit encryption and password loss recovery on protected data without any negative impact on built-in compression and WAN acceleration data reduction ratios</p> <p>Ability to configure role based such as Backup Administrator, Restore Operator, Backup Operator and Viewer both VMware & HyperV Virtualization Platform</p>	
	<p>Management and other capabilities</p> <p>Solution should work with Microsoft Hyper-V 2008 R2 SP1, 2012, 2012 R2, 2016, 2019 / and VMware infrastructure based on version 5.x, 6.x, Nano Server as well as Nutanix AOS 5.1.1.1 or later for Paid Edition in a single product.</p> <p>Provide the ability to view and manage HyperV & VMware from a single console.</p> <p>Leverage vSphere API for Data Protection and Changed Block Tracking for VMware</p> <p>Solution should support the Disk-To-Disk-To-Tape D2D2T architecture</p> <p>Solution should support any type of Disk based storage (DAS/NAS/SAN).</p> <p>Ability to provide an abstraction layer over individual storage devices to create a single virtual pool of backup storage for backups</p>	

	<p>Solution should be storage agnostics where customer is free to use whatever mix of production, backup or DR storage that best meets their needs – now or in the future.</p> <p>Provide a centralized web-based enterprise console to monitor and manage all the backup servers with a central console</p> <p>Included built in encryption, compression and deduplication in a single product without additional option to purchase</p> <p>Ability to create isolated environment for on-demand Sandbox with required VMs running for testing/troubleshooting. In addition, this isolated environment will be able to interact with the production environment for both VMware & HyperV Virtualization Platform</p> <p>Ability to reduce backup size and replication bandwidth usage by excluding deleted file blocks, swap, hibernation files and user specified files and folder for both VMware & HyperV Virtualization Platform</p> <p>The Solution must comply with less than 15 minutes Recovery Point Objective (RPO) and Recovery Time Objective (RTO) both VMware & HyperV Virtualization Platform</p> <p>Ability to configure network throttling in a single product for backup and replication both VMware & HyperV Virtualization Platform</p> <p>Ability to configure networks for backup and replication in a single product both VMware & HyperV Virtualization Platform</p> <p>Solution must provide automated test and verification of each backup or replica to assure recoverability in case of production failure. The verification must include VM files, OS, and Applications including custom testing using scripts for both VMware & HyperV Virtualization Platform</p> <p>Solution should be able to create test environments by running one or more VMs directly from backup or replicas inside an isolated environment for the use of testing, development or training</p>	
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	<p>without the need to invest in additional computing or storage for both VMware & HyperV Virtualization Platform</p> <p>Ability to automatically verify every restore point for backup and replication by start VMs in an isolated Virtual Lab and perform test such as ping test, heartbeat test and application test, perform cleanup after verification and send a report to customer for both VMware & HyperV Virtualization Platform</p> <p>No additional license is require at DR site for replication VM for both VMware & HyperV Virtualization Platform</p> <p>Integrated plug in for enterprise application such as Oracle RMAN and SAP Hana</p> <p>The solution should allow you to set the maximum acceptable I/O latency level for production datastores to ensure that backup and replication activities do not impact storage availability to production workloads.</p> <p>The solution should have a built-in bandwidth optimizer that allows to send replicas off site faster</p>	
	<p>Trainings</p> <p>Free Certification training on Administration, Configuration, and Deployment of Backup Solution for 5 Pax.</p> <p>Knowledge Transfer of features of Software.</p>	
	<p>Support</p> <p>Implementation and 8x5 On-site Support for Head Office and Cavite</p> <p>Implementation and 8x5 Remote Support for Baguio and Mactan</p>	
	<p>Bidder Qualification</p> <ol style="list-style-type: none"> 1. Bidder must have the following regular and locally based employees with certification of employment. <ol style="list-style-type: none"> a. One Project Manager b. One certified engineer for the product. 2. Bidder must be an authorized reseller and support provider for the items being offered. 3. Bidder must be a registered partner of proposed products 	

	<p>4. Must have a Helpdesk Support System in place to accommodate PEZA technical request.</p> <p>5. On-site support will be at the PEZA Head Office. Winning bidder will provide Phone support to PEZA remote sites (Cavite, Cebu, Baguio)</p> <p>7. The winning bidder shall be responsible for all cost related service support that will address hardware problems for duration of the warranty.</p>	
	<p>Implementation (Hardware and Software) Delivery Period-60 days Implementation Period - 60 days Total Project Completion - 120 days</p>	

***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

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) 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**
- (k) 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

- (l) 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

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

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

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

