PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines

PHILIPPINE ECONOMIC ZONE AUTHORITY

Renewal of Licenses for VEEAM Backup Solution

(PEZA-HO-2025-07)

(May 2025)

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations **2**
Section I. Invitation to Bid **5**
Section II. Instructions to Bidders **8**
1. Scope of Bid 8
2. Funding Information 8
3. Bidding Requirements 8
4. Corrupt, Fraudulent, Collusive, and Coercive Practices 8
5. Eligible Bidders 9
6. Origin of Goods 9
7. Subcontracts 9
8. Pre-Bid Conference 9
9. Clarification and Amendment of Bidding Documents 9
10. Documents comprising the Bid: Eligibility and Technical Components 10
11. Documents comprising the Bid: Financial Component 10
12. Bid Prices 10
13. Bid and Payment Currencies 11
14. Bid Security 11
15. Sealing and Marking of Bids 11
16. Deadline for Submission of Bids 12
17. Opening and Preliminary Examination of Bids 12
18. Domestic Preference 12
19. Detailed Evaluation and Comparison of Bids 12
20. Post-Qualification 13
21. Signing of the Contract 13
Section III. Bid Data Sheet **14**
Section IV. General Conditions of Contract **14**
2. Advance Payment and Terms of Payment 15
3. Performance Security 15
4. Inspection and Tests 15
5. Warranty 16
6. Liability of the Supplier 16
Section V. Special Conditions of Contract **17**
Section VI. Schedule of Requirements **19**
Section VII. Technical Specifications **20**
Statement of Single Largest Completed Contract, which is similar in Nature **29**
[shall be submitted with the Bid] **29**

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

Renewal of Licenses for VEEAM Backup Solution (PEZA-HO-2025-07)

1. The **Philippine Economic Zone Authority,** through the **Corporate Budget for the Year 2025** intends to apply the sum of **Three Million Fifty-Nine Thousand Three Hundred Thirty-Five Pesos and 33/100 in Philippine Currency (₱ 3,059,335.33) being the ABC to payments under the contract for the Renewal of Licenses for the VEEAM Back-Up Solution Platform (PEZA-HO-2025-07).** 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 the Goods is *required within the specified period stated in Section VI. Schedule of Requirements*. Bidders should have completed, within 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 nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

a. 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 the 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 **23 May 2025** from the given address and website(s) below www.peza,gov.ph and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (₱ 5,000.00)** The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

   Interested bidders shall send an email to bacsec@peza.gov.ph for the issuance of the order of payment. All PEZA transactions and fees can only be paid through https://epay.peza.gov.ph.

6. The Philippine Economic Zone Authority will hold a Pre-Bid Conference on **02 June 2025 2:00PM** at **8th 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.

7. 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.

8. **Hard copies and soft copies of bids (1 original, 1 copy, and 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 **16 June 2025**, **12:00 NN**. Late bids shall not be accepted.

   To ensure the proper submission of bids, each bidder is required to submit **ONE (1) SEALED MOTHER ENVELOPE** containing all the necessary documents outlined in this ITB. Each envelope must be clearly labeled and include the following details:

   1. Name/Project Title of the contract to be bid;
   2. Name and address of the bidder;
   3. Recipient Bids and Awards Committee (BAC)/Procuring Entity (PE); and
   4. "Do not open before [date/time of opening of bids]"

   Contents of the Mother Envelope:

   ORIGINAL marked "**ORIGINAL BID"**

   i. Hard Copy Original Technical Components marked "**ORIGINAL TECHNICAL COMPONENT"**
   ii. Hard Copy Original Financial Components marked **"ORIGINAL FINANCIAL COMPONENT"**

   Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as **"COPY NO. 1 "TECHNICAL COMPONENT"** and **"COPY NO. 1 "FINANCIAL COMPONENT"** and One (1) USB Flash Drive sealed and labeled as **"COPY 2"** containing scanned P.D.F Documents of Technical and Financial Components and the outer envelope as **"COPY NO. 2"**, respectively.

9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

10. Bid opening shall be on **16 June 2025**, **02:00 PM** at the **8th 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.

Activity	**Schedule**
Posting of Invitation to Bid	23 May 2025
Issuance and Availability of Bid Documents	23 May 2025 – 10 June 2025
Pre-Bid Conference	02 June 2025, 02:00PM
Deadline for Submission of Bids	16 June 2025, 12:00 NN
Opening of Bids	16 June 2025, 02:00 PM

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
    8th Floor, Double Dragon Center West Bldg., DD Meridian Park,
    Macapagal Avenue Pasay City
    Email: bacsec@peza.gov.ph
    Tel. No. 8551-3451 local 338
    www.peza.gov.ph

14. You may visit the following websites: For downloading of Bidding Documents: *http://www.peza.gov.ph/bid-opportunities*

16 May 2025

(sgd)
ROWENA T. NAGUIT
CHAIRPERSON

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine Economic Zone Authority* wishes to receive Bids for the **Renewal of the Licenses for the VEEAM Back-Up Solution Platform (PEZA-HO-2025-07).**

The Procurement Project (referred to herein as "Project") is composed of one (1) Lot, 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 *CY 2025* in the amount of ₱ 3,059,335.33

2.2. The source of funding is:

GOCC and GFIs, the proposed 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

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project **on 02:00PM, 02 June 2025** at its physical address *PEZA Conference Room 8th 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 **(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:

a. 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 120 days. 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 in 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

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.3</td><td>For this purpose, contracts similar to the Project shall be:

a. Procurement of IT Backup Solutions
b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7.1</td><td>Sub-contracting is not allowed</td></tr>
<tr><td>12</td><td>The price of the Goods shall be quoted 10th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City in accordance with International Commercial Terms (INCOTERMS) for this project.</td></tr>
<tr><td>14.1</td><td>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 the following if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or

<table><tr><th>LOT NO.</th><th>ITEM DESCRIPTION</th><th>Bid Security</th></tr><tr><td>1</td><td>Renewal of Licenses for the VEEAM Backup Solution</td><td>₱ 61,186.71</td></tr></table>
b. The amount of not less than the following if the bid security is in Surety Bond.
<table><tr><th>LOT NO.</th><th>ITEM DESCRIPTION</th><th>Bid Security</th></tr><tr><td>1</td><td>Renewal of Licenses for the VEEAM Backup Solution</td><td>₱152,966.77</td></tr></table></td></tr>
<tr><td>19.3</td><td>The Procurement of Renewal of Licenses for the VEEAM Back-Up Solution will be procured in one (1) Lot.

<table><tr><th>LOT NO.</th><th>ITEM DESCRIPTION</th><th>ABC</th></tr><tr><td>1</td><td>Renewal of Licenses for the VEEAM Backup Solution</td><td>₱ 3,059,335.33</td></tr></table></td></tr>
</table>

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	**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: "The delivery terms applicable to the Contract are DDP delivered 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City in accordance with INCOTERMS." "The delivery terms applicable to this Contract are DDP delivered 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City. 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 the **Management Information Systems Department (MISD)** **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: 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 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.

	Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	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	The terms of payment shall be as follows: *(Please refer to payment terms under Section VII)*

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	Renewal of Licenses for the VEEAM Backup Solution			Within 90 days from receipt of NTP

I hereby certify to comply and deliver all the above requirements

_____

Name of Company/ Bidder

_____

Signature Over Printed Name of Representative

_____

Date

.

Section VII. Technical Specifications

Procurement of Renewal of Licenses for the VEEAM Back-Up Solution Platform (PEZA-HO-2025-07)

Instructions: Bidders must indicate whether they "Comply" or "Not Comply" with each specification's requirements, along with the page number of the relevant document.

QTY	SPECIFICATION	**Statement of Compliance** please state whether "comply" or "not comply"
1 Lot (70 Instances)	**Bidders Qualification**	
	1. Bidder must be an authorized reseller and support provider for the solution being offered.	
	2. Bidder must be a registered partner of the proposed solution.	
	3. Must have a 24/7 Helpdesk Support System in place to accommodate PEZA technical requests.	
	4. On-site support will be at the PEZA Head Office and in Cavite. The winning bidder will provide Phone support to PEZA remote sites (Cebu and Baguio).	
	Management and other capabilities	
	1. Solution should work with VMware infrastructure based on version 6.x, 7.0, 8.0, and Microsoft Hyper V (2012, 2012R2, 2016, 2019, and 2022) in a single product.	
	2. Solution should provide a centralized console for administering backup, restore, and replication operations in all supported platforms (virtual, physical, cloud).	
	3. Solution should support hosts managed by VMware vCenter Server and standalone ESX hosts.	
	4. Solution should support 4 in 1 solution backup & recovery, integration with storage snapshot, replication & Continuous data replication of all operating systems that are supported by VMware platform.	
	5. Provide Continuous Data Protection (CDP) on VMware Platform & be able to configure short-term retention & long-term retention.	
	6. Agentless protection without the need to install individual agents inside each Guest VMs.	

	7. Solution should support creating image-level back-ups of virtual, physical, cloud machines, and back-ups of NAS share files.	
	8. Support for LAN-free (SAN mode) data backup and Network transport mode.	
	9. Able to integrate with the primary VMware datastore to perform backup using storage snapshot.	
	10. Able to recover the granular item from the storage snapshot using explorer.	
	11. Able to power on Virtual machine using storage snapshot with back-up software integration within less than 3 minutes.	
	12. Solution should support the Disk-To-Disk-To-Tape D2D2T architecture & Hybrid Cloud (Disk to Disk To Cloud) architecture.	
	13. The Solution must comply with less than 15 minutes Recovery Point Objective (RPO) and a Recovery Time Objective (RTO) with backup using storage snapshot integration.	
	14. The license is calculated based on the instance (workload).	
	15. Granular Item Level recovery for Active Directory object, SQL Database, Oracle Database, Sharepoint and Exchange without install agent based.	
	16. Included built in AES 256 bit encryption, compression and deduplication in a single product without an additional option to purchase.	
	17. Shall be able to support any type of Disk based storage (DAS/NAS/SAN).	
	18. Solution should support direct backup to object storage such as Amazon S3, Google Cloud Storage, IBM Cloud Object Storage, Microsoft Azure Blob Storage, and any S3-compatible object storage.	
	19. Ability to tier backup data to object storage such as Azure blob storage, AWS S3, GCP Cloud Storage, and S3-compatible using Copy or Move mode without additional cost.	
	20. Able to perform backup verification using storage snapshot with backup solution integration.	
	21. Ability to utilize forever forward incremental, forward incremental & reverse incremental backup methodology.	
	22. Ability to perform Instant recovery of VM by starting up VM in production environment, directly from the native backup file without the need to perform restoration to VMware Platform, Microsoft Hyper-V or Nutanix AHV.	
	23. Ability to perform agentless granular recovery object and container for group policy object, AD	

	integrated DNS records and Configuration partition records.	
	24. Ability to provide agentless table-level recovery of a single SQL Server database.	
	25. Ability to perform agentless transaction log-backup and replay, and database restore to the original or a new SQL Server.	
	26. Ability to select and choose multiple MSSQL databases when performing a mass database export, restore, or Instant Recovery.	
	27. Ability to perform full application-aware processing, including transaction log backups for point-in-time instance recoveries for PostgreSQL on Linux.	
	28. Ability to perform replication from backup files without impact on production environment both VMware & HyperV Virtualization Platform.	
	29. 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 technology which transfers only changed blocks back to production site.	
	30. 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.	
	31. Solution must provide recovery verification of backups of cloud, physical and virtual Windows and Linux machines and be able to run manually or schedule automatically.	
	32. 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 without the need to invest in additional computing or storage.	
	33. Included with Enterprise Application plug-in for Oracle RMAN, SAP Hana, SAP on Oracle Database, and Microsoft SQL Server.	
	34. Ability to increase security and reduce interruptions by scanning backups with a patent-pending antivirus software interface to prevent introducing viruses and malware into the production environment.	
	35. Provide agent-based data protection for physical server on Windows or Linux with support for bare metal recovery, export as virtual disk & able to perform Instant Recovery to VMware Platform, Microsoft Hyper-V, and Nutanix AHV.	

	36. Able to perform instant database recovery by mounting the backup database to production for Microsoft SQL Server.	
	37. Solution should support immutable backups on Blob storage repositories.	
	38. Able to provide secure access to the backup console with optional two-factor authentication (2FA) that is based on Time-Based One-Time Passwords (TOTP)	
	License Validity	
	3 Years of support services.	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**

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

☐ (f) Duly signed Schedule of Requirements in accordance to Section VI of this bid document; **and**

☐ (g) 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

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

Class "B" Documents

☐ (i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

☐ (j) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (k) Original of duly signed and accomplished Price Schedule(s).

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

☐ (l) *[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.

☐ (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Standard Bidding Forms not included in this Bid Document may be downloaded at the gppb website link as follows: https://www.gppb.gov.ph/downloadable-forms/#tab-61412

Statement of all Ongoing Government and Private Contracts, Including Contracts Awarded but not yet Started

[shall be submitted with the Bid]

Business Name : _____

Business Address : _____

Name ofClient/ Contact Person/Contact Number/Contact Email Address	**Date of the Contract**	**Title of the Project inthe Contract**	**Kindsof Goods**	**Total Amount of Contract**	**Value of Outstanding Contracts**	**Date of Delivery**
Government						
Private						

Submitted by : _____

(Print Name and Signature)

Designation : _____

Date : _____

Instructions:

i. State **ALL** ongoing contracts including those awarded but not yet started (government **[including the PEZA]** and private contracts which may be **similar or not similar** to the project subject of the bidding) as of the deadline for the submission of bids.

ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or its equivalent term.

iii. The total amount of the ongoing and awarded but not yet started contracts must be consistent with those used in the Net Financial Contracting Capacity (NFCC).

APPENDIX "1"

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None") *]*

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Statement of Single Largest Completed Contract which is similar in Nature

[shall be submitted with the Bid]

Business Name : _____

Business Address : _____

Name of Client/ Contact Person/Contact Number/Contact Email Address	Date of Contract	Title of the Contract/Name of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance	End User's Acceptance or Official receipt(s) issued for the Contract

Submitted by : _____

(Print Name and Signature)

Designation : _____

Date : _____

Instructions:

a. 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 the following requirements:

   i. a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC; and

   ii. It should have been completed (i.e., accepted) within five (5) years prior to the deadline for the submission of bids.

Note: Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance and/or Completion from the bidder's client, or an Official Receipt or a Sales Invoice.

Republic of the Philippines
gppb
Government Procurement Policy Board