PHILIPPINE BIDDING DOCUMENTS

Procurement of Replacement of Servers, Storage Devices and other IT Equipment for the Head Office Data Center

(PEZA-HO-2022-06)

Government of the Republic of the Philippines

Sixth Edition
July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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

INVITATION TO BID FOR PROCUREMENT OF REPLACEMENT OF SERVERS, STORAGE DEVICES AND OTHER IT EQUIPMENT FOR THE HEAD OFFICE DATA CENTER (PEZA-HO-2022-06)

1. The **Philippine Economic Zone Authority** through the **Corporate Budget for the Year 2022** intends to apply the sum of **Nine Million Three Hundred Thousand Pesos (₱9,300,000.00)** being the ABC to payments under the contract for the **Procurement of Replacement of Servers, Storage Devices for the Head Office Data Center (PEZA-HO-2022-06).** 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 for 120 days and additional 60 days for deployment. 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.

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, 9:00AM to 4:00PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **29 March 2022** 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 Ten Thousand Pesos Only (₱10,000.00) 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 **06 April 2022, 10:00 AM** 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.

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 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 **18 April 2022**, **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 **18 April 2022**, **11:00 AM** 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	29 March 2022
Issuance and Availability of Bid Documents	29 March 2022 – 18 April 2022
Pre-Bid Conference	06 April 2022, 10:00AM
Deadline for Submission of bids	18 April 2022, 10:00AM
Opening of Bids	18 April 2022, 11:00AM

10. 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.

11. 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 200
www.peza.gov.ph

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

29 March 2022

(Sgd.)
DDG TERESO O. PANGA
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 Replacement of Servers, Storage Devices for the Head Office Data Center (PEZA-HO-2022-06)**.

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 2022* in the amount of *₱9,300,000.00*

2.2. The source of funding is:

a. 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

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:

a. 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 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 **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, exwarehouse, 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 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: a. Servers and/or Storage Array b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Sub-contracting is not allowed
12	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 INCOTERMS.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than ₱186,600.00 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 ₱465,000.00 if bid security is in Surety Bond.
19.3	The Procurement of Replacement of Servers, Storage Devices for the Head Office Data Center (PEZA-HO-2022-06) will be awarded by one lot amounting to ₱9,300,000.00
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	**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 10th 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 10th 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 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) furnishing of tools required for assembly and/or maintenance of the supplied Goods; b) 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
	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.

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	Replacement of Servers, Storage Devices for the Head Office Data Center	1	1	120 Days upon receipt of NTP

Section VII. Technical Specifications

Technical Specifications

	TECHNICAL SPECIFICATIONS	
Item	**Specification**	
Item 1	**Virtualization and HA Server**	
	ISO Certification Manufactured by an ISO 9001 or ISO 9002 certified Enterprise Server manufacturing company. (supported by certified true copy of ISO certification)	
	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. Must have a real-time, web-based warranty information on all parts.	
	Supported Operating System Canonical Ubuntu Server LTS Citrix Hypervisor Microsoft Windows Server with Hyper-V Red Hat Enterprise Linux SUSE Linux Enterprise Server VMware ESXi	
	Processor 2x Intel® Xeon® Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200	
	Chassis 2.5 Chassis with up to 8 Hard Drives (SAS/SATA), 3 PCIe Slots, 2 CPU	
	Bezel LCD Bezel	
	Memory 12 x 32GB RDIMM, 3200MT/s, Dual Rank 32 DDR4 DIMM slots Supports RDIMM 2 TB max or LRDIMM 4 TB max	
	Server Management Out of Band Security System Management	
	Storage 2 x 480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD	
	Storage Controller Internal RAID controller	
	Power Supply Dual, Hot-plug, Fully Redundant Power Supply (1+1), 1400W, Mixed Mode	

	Networking Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0 Dual Port 10Gb, Base-T, PCIe Adapter, Full Height On-Board Dual Port 1Gb LOM	
	Mouse USB Optical Mouse	
	Keyboard Wired Keyboard	
	Form Factor 1U	
	I/O Ports Network Options 4 x 1GbE 2 x 10GbE + 2 x 1GbE 4 x 10GbE 2 x 25GbE Front Ports 1 x Dedicated Management direct USB 1 x USB 2.0 1 x USB 3.0 (optional) 1 x Video Rear Ports 1 x Dedicated Management network port 1 x Serial 2 x USB 3.0 1 x Video 3 x PCIe Gen3 slots all x16 2 x VGA	
	Deployment Installation and Configuration	
	Knowledge Transfer Complete features of the product, both hardware and software.	
	Project Completion Delivery Period- 120 Days Completion Date - 60 Days	
	Warranty 3 years parts, 3 years labor, 3 years onsite, 24x7 phone support, 6 hours resolution time 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.	

Item 2	**SAN Storage Array with Disk Array Enclosure**	
	ISO Certification Manufactured by an ISO 9001 or ISO 9002 certified Enterprise Storage manufacturing company. (supported by certified true copy of ISO certification)	
	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. Must have a real-time, web-based warranty information on all parts	
	Processor 2 x dual-socket Intel CPUs, 32 cores per Array, 1.8GHz	
	Storage Drives 6 x 800GB, SAS, 12Gb, WI, 2.5 SSD 37 x 1.8TB, SAS, 12Gb, 12GB, 10K, 2.5" HDD	
	Memory 192GB per array	
	Form Factor **2U form factor**	
	Controllers 2 hot-swappable per chassis	
	I/O 10Gb iSCSI,8-ports and 16GB FC, 8-ports	
	Power Supply 2 x Redundant Power Supply, 1050W at 200VAC	

	Licenses **Management Software:** Element Manager Consolidated dashboard and alerting Cloud-based storage analytics Thin Provisioning Data Reduction: Zero Detect/Deduplication/Compression (AFA and All-Flash Pools in Hybrid Arrays, Block & File) Host Groups **Unified Protocols:** File Block VVols **Local Protection:** Controller Based Encryption (optional), with self-managed or external key management Local Point-In-Time Copies (Snapshots and Thin Clones) Basic point of recovery **Migration:** Native Block & File migration Integrated Block migration from 3rd party arrays **Performance Optimization for Hybrid Arrays:** Cache improvement Automated data mover	
	Storage Expansion Minimum 25 x 2.5” drive bays (12 Gb SAS) enclosure 4PB Max raw capacity Storage media - support for Flash, SAS and NL-SAS drives	
	Network and Expansion I/O Embedded SAS IO Ports per Array: 4x 4 lane 12Gb/s SAS ports for BE Connection Max FE (front end) Total Ports per Array: 24 Max FC Ports per Array: 16 2 per Array Management ports	
	Array and Storage All-Flash, Hybrid or HDD arrays configuration Support all unified protocols including File, Block, and VMware virtual volumes (VVol’s)	
	Business Continuity Support native Asynchronous Block and File Replication and native Synchronous Block Replication	
	Security and Compliance Department of Defense Information Network Approved Products List (DODIN APL) Controller based Data at Rest Encryption (D@RE) with self-managed keys KMIP compliant external key manager for D@RE FIPS 140-2 Level 1 validation IPv6 and dual stack (IPv4) modes of operation Native SHA2 certificate Security Technical Implementation Guide /Security Requirements Guide (STIG/SRG) TLS 1.2 support and TLS 1.0/1.1 disablement File-Level Retention: Enterprise FLR-E and Compliance FLR-C with requirements for SEC rule 17a-4(f)	

	Storage Management Features Solution must have support for native NAS, iSCSI, and Fibre Channel protocols Solution must have intelligent flash wear leveling, unified point-in-time snapshots, unified remote synchronous and asynchronous replication, online Data-in-Place upgrades, built-in data-at-rest-encryption (enabled at Point of Sale), automated file tiering to the public cloud (Virtustream, Microsoft Azure, IBM, and Amazon S3) and deep virtualization integrations with VMware, Microsoft and OpenStack Solution must have one management interface where you can create protection schedules for file, block, and VVol's using unified replication and snapshots Solution must have QoS (host IO limits) functionality for block to streamline and manage performance or bandwidth for applications and users Solution must be able to implement policies to automate file tiering and block snapshot archiving to Microsoft Azure, IBM, or Amazon S3, Virtustream public clouds Solution must have a self-service portal with an on-line set of community activities (live chat, videos, documentation, and more); direct parts ordering, system views, and a modernized dial home capability Solution must have a no-cost Software-as-a-Service (SaaS) cloud-based storage analytics management application that proactively monitors and measures the overall health of the storage systems through intelligent, comprehensive, and predictive analytics Solution must provided comprehensive 24x7 support with automated issue detection and case creation	
	Deployment Installation and Configuration	
	Knowledge Transfer Complete features of the product, both hardware and software.	
	Project Completion Delivery Period- 120 Days Completion Date - 60 Days	
	Warranty "3 years parts, 3 years labor, 3 years onsite, 24x7 phone support, 6 hours resolution time" 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.	

Item 3	**Active Directory Server**	
	ISO Certification Manufactured by an ISO 9001 or ISO 9002 certified Enterprise Server manufacturing company. (supported by certified true copy of ISO certification)	
	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. Must have a real-time, web-based warranty information on all parts.	
	Processor Intel® Xeon® Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666	
	Memory 16GB RDIMM, 3200MT/s, Dual Rank 16 DDR4 DIMM Slots, Max 1TB Supports RDIMM /LRDIMM	
	Server Management Out of Band Security System Management	
	Storage 2 x 480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	
	Storage Controller Internal RAID controller	
	Drive bays Up to 4 x 3.5-inch SAS/SATA (HDD/SSD) max 64 TB Up to 8 x 2.5-inch SAS/SATA (HDD/SSD) max 61.4 TB	
	Power Supply Dual, Hot-plug, Fully Redundant Power Supply (1+1), 800W, Mixed Mode	
	Form Factor 1U	
	Integrations BMC Truesight Microsoft System Center Red Hat Ansible Modules VMware vCenter and vRealize Operations Manager	
	Connections IBM Tivoli Netcool/OMNIbus IBM Tivoli Network Manager IP Edition Micro Focus Operations Manager Nagios Core Nagios XI	
	Security Cryptographically signed firmware Secure Boot Secure Erase Silicon Root of Trust System Lockdown (requires iDRAC9 Enterprise or Datacenter)	

	I/O Ports Front Ports 1 x Dedicated Management Direct micro-USB 1 x USB 3.0 1 x VGA Rear Ports 1 x Dedicated Management network port 1 x USB 2.0 1 x Serial (optional) 1 x USB 3.0 2 x Ethernet 1 x VGA	
	Networking Dual Port 10GbE BASE-T Adapter, PCIe Low Profile On-Board Dual Port 1Gb LOM	
	Supported Operating System Canonical Ubuntu Server LTS Citrix Hypervisor Microsoft Windows Server with Hyper-V Red Hat Enterprise Linux SUSE Linux Enterprise Server VMware ESXi	
	Deployment Installation and Configuration	
	Knowledge Transfer Complete features of the product, both hardware and software.	
	Project Completion Delivery Period- 120 Days Completion Date - 60 Days	
	Warranty 3 years parts, 3 years labor, 3 years onsite, 24x7 phone support, 6 hours resolution time 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.	

Item 4	**Network Switch**	
	ISO Certification Manufactured by an ISO 9001 or ISO 9002 certified Enterprise Storage manufacturing company. (supported by certified true copy of ISO certification)	
	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. Must have a real-time, web-based warranty information on all parts.	
	Key Features 1RU high-density 10/40/100 GbE ToR switches with up to 28 ports of 10 GbE (SFP+) or up to 28 ports of 10GBaseT ports, two ports of 40 GbE (QSFP+), and up to 2 ports of 100GbE (QSFP28) Multi-rate 100GbE ports support 10/25/40/50 GbE. 40GbE ports support 10GbE. 10GbE ports support 1GbE. Up to four different simultaneous speeds are possible in a given profile. 960Gbps (full-duplex) non-blocking, cut-through switching fabric delivers line-rate performance under full load. 1.76Tbps (full-duplex) non-blocking, cut-through switching fabric delivers line-rate performance under full load. VXLAN gateway functionality support for bridging and routing the non-virtualized and the virtualized overlay networks with line rate performance Converged Network support with DCB IO panel to PSU airflow or PSU to IO panel airflow Redundant, hot-swappable power supplies and fans.	
	SDN Features Standard networking features, interfaces and scripting functions for legacy network operations integration Standards-based switching hardware abstraction via Switch Abstraction Interface (SAI) Pervasive, unrestricted developer environment via Control Plane Services (CPS) OS10 supports Precision Time Protocol (PTP, IEEE 1588v2) to synchronize clocks on network devices Leverage common open source tools and best practices (data models, commit rollbacks) Increase VM Mobility region by stretching L2 VLAN within or across two DCs with unique VLT capabilities Scalable L2 and L3 Ethernet Switching with QoS, ACL and a full complement of standards based IPv4 and IPv6 features including OSPF, BGP and PBR Enhanced mirroring capabilities including local mirroring, Remote Port Mirroring (RPM), and Encapsulated Remote Port Mirroring (ERPM) Converged network support for Data Center Bridging, with priority flow control (802.1Qbb), ETS (802.1Qaz), DCBx and iSCSI TLV Enhanced mirroring capabilities including local mirroring, Remote Port Mirroring (RPM), and Encapsulated Remote Port Mirroring (ERPM) Converged network support for Data Center Bridging, with priority flow control (802.1Qbb), ETS (802.1Qaz), DCBx and iSCSI TLV"	
	Ports 28 x 10GbT, 2x QSFP28	
	Max 10GbE Density 36	

	Max 25GbE Density 8	
	Max 40GbE Density 2	
	Max 50GbE Density 4	
	Max 100GbE Density 2	
	Switching Capacity 960Gbps	
	Throughput 720Mbps	
	Knowledge Transfer Complete features of the product, both hardware and software.	
	Project Completion Delivery Period- 120 Days Completion Date - 60 Days	
	Warranty 3 years parts, 3 years labor, 3 years onsite 3Yr (7x24) Technical Support & Assistance, Next Business Day	
Item 5	**Bidder's Qualification**	
	The Service Provider must be authorized and premiere partner to sell and provide after-sales support of the product being offered Manpower Requirements. The bidder/supplier must have the following personnel who are regular and locally based employee of the Photocopy of certification, resume/COE and ID should be submitted.	
	○ The Service Provider must have at least 2 Certified Engineers Specialist for the implementation of the proposed solution issued by manufacturer.	
	○ The Service Provider must have a Certified Project Manager as a single contact person for the implementation of the project.	
	The Service Provider must have a Service desk Support System in place to accommodate PEZA technical request. Service desk system will provide ticket for each technical request or issues and will provide continues status and report until the resolution with the following Service Level Agreements: Bidder must submit the procedure on support and escalation.	
	○ 24 x 7 available technical support to vendor and Rubrik Partner	
	○ thirty (30) minutes response time upon receipt of call and two (2) hours onsite support	
	○ availability of spare parts in case of system malfunction	
	The winning bidder shall supply and deliver the required hardware in the PEZA office for physical inspection, inventory, and hardware compliance.	
	The winning bidder must conduct in-depth training to MIS personnel on basic operations and troubleshooting of proposed solution.	

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 aftersales/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.

Note: All Forms/template (e.g. OSS, BSD, Bid Form, etc) are downloadable from GPPB website: **https://www.gppb.gov.ph/downloadables.php#Forms**

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