

**PHILIPPINE ECONOMIC ZONE AUTHORITY**

**Procurement of Cloud Hosting and  
Migration Services for PEZA's  
Servers (PEZA-HO-2023-16)**

Government of the Republic of the Philippines

**(2023)**

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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***

## **Procurement of Cloud Hosting and Migration Services for PEZA's Servers (PEZA-HO-2023-16)**

1. The **Philippine Economic Zone Authority** through the **Corporate Budget for the Year 2023** intends to apply the sum of **Ten Million Pesos (₱ 10,000,000.00)** being the ABC to payments under the contract for the **Procurement of Cloud Hosting and Migration Services for PEZA's Servers (PEZA-HO-2023-16)**. 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 3 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 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 **10 November 2023** from the given address and website(s) below [www.peza.gov.ph](http://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 (₱ 10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

Interested bidders shall send an email at [bacsec@peza.gov.ph](mailto:bacsec@peza.gov.ph) for the issuance of 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 **17 November 2023 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.

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 **01 December 2023, 9:00 AM**. Late bids shall not be accepted.
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 **01 December 2023, 10:00 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.

<b>Activity</b>	<b>Schedule</b>
Posting of Invitation to Bid	10 November 2023
Issuance and Availability of Bid Documents	10 November 2023 - 01 December 2023
Pre-Bid Conference	17 November 2023, 10:00 AM
Deadline for Submission of bids	01 December 2023, 9:00 AM
Opening of Bids	01 December 2023, 10:00 AM

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

*Philippine Economic Zone Authority  
Bids and Awards Committee (BAC) Secretariat  
8th Floor, Double Dragon Center West Bldg., DD Meridian Park,  
Macapagal Avenue Pasay City  
Email: bacsec@peza.gov.ph  
Tel. No. 8551-3451 local 272  
www.peza.gov.ph*

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

09 November 2023

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**ANIDELLE JOY M. ALGUSO**  
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 Cloud Hosting and Migration Services for PEZA's Servers (PEZA-HO-2023-16)**.

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 2023* in the amount of ₱ 10,000,000.00.

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 10:00AM, 17 November 2023** 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 **(3) 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 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**

<b>ITB Clause</b>	
5.3	For this purpose, contracts similar to the Project shall be:  a. Information Technology Contracts  b. completed within three (3) 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 10 <sup>th</sup> Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City in accordance with International Commercial Terms (INCOTERMS) for this project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a. The amount of not less than <b>₱200,000.00</b> 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 <b>₱500,000.00</b> if bid security is in Surety Bond.
19.3	The Procurement of Cloud Hosting and Migration Services for PEZA's Servers (PEZA-HO-2023-16) shall be awarded in One (1) Lot not exceeding the approved ABC.

## ***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**

<b>GCC Clause</b>	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered 8<sup>th</sup> Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City in accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are DDP delivered 8<sup>th</sup> 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.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Management Information Systems Department (MISD)</b></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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             <ol style="list-style-type: none"> <li>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.</li> </ol> </li> </ol>

	<p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:  <i>Upon complete delivery of the Project</i></p>

## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	<b>Procurement of Cloud Hosting and Migration Services for PEZA's Servers (PEZA-HO-2023-16)</b>	1	Lot	<b>Delivery Period – 30 Days</b>

**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*

*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 "state whether comply or not comply"	
<b>1 Lot</b>	<b>Cloud Hosting and Migration Services for PEZA's Servers</b>		
	<b>Infrastructure-as-a-Service</b>	16* Virtual Machine Instance	
		Main Resource: 36vCPU, 168 GB RAM, 12.784 TB SSD	
		Reserve resources: 18cCPU, 84 GB RAM, 6.30 TB SSD	
		Full Management up to the VM Level	
		CPU Scalability up to 64 vCPU	
		RAM Scalability up to 512 GB	
		Solid State Drive (All-Flash) based storage and Scalability of up to 32TB	
		>= 99.95% SLA	
		High Availability	
		Ticketing system through portal	
		Operating System Compatibility: Windows Server 2016,2019 or later; Ubuntu Linux 12 or later; Oracle Linux 5,6,7 or later; Red Hat Linux 5,6,7 or later	
		After an instance is created, the cloud platform should have the ability to reinstall the OS or switch to another OS.	
		PEZA should be able to utilize existing software licenses and subscriptions as installed on the servers. Migration should not result in reinstallation of software installed at the operating system level.	
		Migration should not require reformatting of drives or reinstallation of operating system.	
		Migration should not result in additional cost due to new software licenses or subscriptions.	
		Compatible with VMWare and Hyper-V Virtual Machines	
		Note: For Migration of 16 Web Servers hosted in PEZA Data Center <see Annex A for details>	
		<b>Security</b>	Firewalling Capabilities
	Network Threat Detection		
Intrusion Prevention System (IPS)			
IPSec and SSL VPN for remote users			
VPN for site-to-site connectivity			

	IP address pool Denial of Service (DOS) protection	
	Fully Managed Firewall-as-a-Service	
<b>Backup-as-a-Service</b>	16* Protected Virtual Machine	
	Full Image Backup and Restoration	
	Incremental Backup and Full Restoration from Incremental Backup	
	VM and Bare metal Recovery	
	File level Backup	
	Daily VM image backup to disk 7 days retention	
	Daily DB backup to disk 7 days retention	
	Weekly DB backup to S3 1 year retention	
	Agentless backup capability	
	Included built in AES 256 bit encryption, compression and deduplication	
	Ability to tier backup data to object storage such as S3 Compliant Storage, Azure blob storage, AWS S3 , GCP Cloud Storage and S3 compatible using Copy or Move mode without additional cost (except Cloud Storage)	
	Instant Recovery or Faster Recovery of workloads on VMware and Hyper-V environments.	
	On demand Sandboxed recovery for VM testing/troubleshooting	
	Automated test and verification of recoverability assurance of workloads	
	Virus and malware detection on the backup images	
	Backup immutability and ransomware protection	
	Backup Monitoring, Reporting, Capacity Planning	
	Operating System Compatibility: Windows Server 2016,2019 or later; Ubuntu Linux 12 or later; Oracle Linux 5,6,7 or later; Red Hat Linux 5,6,7 or later	
	Compatible with VMWare and Hyper-V Virtual Machines	
	Fully Managed Backup-as-a-Service	
<b>Disaster Recovery-as-a-Service</b>	16* Virtual Machine Instance	
	Main Resource: 36vCPU, 168 GB RAM, 12.784 TB SSD	
	Reserve resources: 18cCPU, 84 GB RAM, 6.30 TB SSD	
	4 hours RPO	
	4 hours RTO	
	One-time 7 days rehearsal per year - DR Drill or exercise	
	LAN connectivity	

<b>Network Operations and Connectivity</b>	WAN connectivity Provider Managed Internet Service	
	Migration should allow PEZA to use existing VM network settings without reconfiguration, including IPV4 and MAC addresses.	
	Bandwidth: 200Mbps	
	Telco Agnostic and Readily available connectivity from most Telco providers.	
	High availability (redundant routes) for Internet Services	
<b>Support Service Model</b>	System and Network Monitoring (System up to VM level, and Network up to internet if provided by service provider)	
	24x7 Full Infrastructure Administration (up to VM level)	
	SPOC - Single point of contact for all service management concerns, issues, and escalations	
	Monthly service review	
	System Administration (up to VM level)	
	Network Administration (excluding WAN and connectivity)	
	Facility Administration	
	Capacity and Provisioning Management	
	Incident and Problem Resolution (up to VM level)	
	Break/Fix services	
	Change Management	
	Performance Management	
	Service Management	
	24x7 Service Desk	
	No ingress/egress charges	
Local Services for Migration		
<b>Bidders Qualifications</b>	Duly notarized statement that the Service Provider has been a Service Provider of Cloud Infrastructure or Data Center Services for at least five (3) years prior to the deadline for the submission of bids.	
	The Service Provider must have locally available certified personnel to support and manage the infrastructure 24x7 during the subscription period.	
	The Service Provider must be a compliant of ISO QMS and ISMS. (ISO 9001, ISO 27001). Must submit a valid certification.	
	The Service Provider must have a valid ANSI/TIA-942 Rated 3 Data Center Certification.	

	The supplier must have a local helpdesk to provide 24x7 technical assistance. Must provide detailed escalation procedure and support including contact numbers and email addresses.	
	The cloud service provider must have the following managed services: - Service Management and Self Service Ticketing. (Single Point of Contact and Service Reporting) - Key Event Assurance. (Dedicated team on standby for key events) - Cloud security consulting services and assist tenants in not only the security configuration of their virtual networks and virtual systems (including virtual hosts and guest virtual machines) as well as system- and database-level security patch management, but also custom configurations of virtual firewalls, API gateways, and advanced security services. - There is a clear disaster recovery of Business Continuity Plan and participate on all disaster preparedness related exercises.	
	Data Center must be Telco-Agnostic or have no limitation in terms of the Internet Service Provider.	
	Local Multi-site Availability Zones	
<b>Delivery Period</b>	30 Days Upon Issuance of Notice to Proceed	
<b>Contract Duration</b>	12 Months	

**ANNEX A  
SERVER DETAILS FOR MIGRATION**

Server #	Use Case (Prod, Dev, Testing, DR)	Function	(New, Migration or Replication)	Network Type (Public or Private)	Server Type (Physical/Virtual)	VM Platform	Operating System and Version	vCPU Alloc.	vRAM Alloc.	Storage Alloc. In GB	Used Storage Capacity in GB
1	PROD	DB Server	MIGRATION	PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2016 Datacenter	4	16GB	1.3TB	256GB
2	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2016 Datacenter	4	16GB	1.3TB	256GB
3	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2016 Datacenter	2	8GB	1.3TB	50GB
4	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2016 Datacenter	2	8GB	512GB	50GB
5	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	Ubuntu 12	2	8GB	512GB	200GB
6	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2016 Datacenter	2	16GB	512GB	100GB
7	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2016 Datacenter	2	8GB	300GB	100GB
8	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2019 Datacenter	2	8GB	1TB	100GB
9	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2016 Datacenter	2	16GB	1TB	700GB
10	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2016 Datacenter	2	8GB	512GB	100GB
11	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2016 Datacenter	2	8GB	1TB	200GB
12	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2019 Datacenter	2	8GB	1TB	100GB
13	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2019 Datacenter	2	8GB	512GB	50GB
14	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2019 Datacenter	2	8GB	1TB	100GB
15	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	MS Server 2019 Datacenter	2	8GB	512GB	50GB
16	PROD	Web Server	MIGRATION	PUBLIC & PRIVATE	VM	MS Hyper-V [Server 2019]	Oracle Linux 6	2	16GB	512GB	100GB



# ***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 of Client/ Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Project in the Contract	Kind of Goods	Total Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>						
<u>Private</u>						

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).

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

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**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 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/Na me 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:*

s

- 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 three (3) 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.

