PHILIPPINE BIDDING DOCUMENTS

Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure – Hyperconverged Server Infrastructure

IB No. 2025-03-0035

Philippine Competition Commission

05 March 2025

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations ……3
Section I. Invitation to Bid…….……..6
Section II. Instructions to Bidders……...10
1. Scope of Bid ……11
2. Funding Information……11
3. Bidding Requirements …… 11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices 11
5. Eligible Bidders…… 11
6. Origin of Goods …….. 12
7. Subcontracts …… 12
8. Pre-Bid Conference …… 12
9. Clarification and Amendment of Bidding Documents …… 12
10. Documents comprising the Bid: Eligibility and Technical Components ……13
11. Documents comprising the Bid: Financial Component ……...13
12. Bid Prices ……13
13. Bid and Payment Currencies ……14
14. Bid Security …… 14
15. Sealing and Marking of Bids ……14
16. Deadline for Submission of Bids ……15
17. Opening and Preliminary Examination of Bids …….. 15
18. Domestic Preference ……15
19. Detailed Evaluation and Comparison of Bids …… 15
20. Post-Qualification …… 16
21. Signing of the Contract …… 16
Section III. Bid Data Sheet ……..17
Section IV. General Conditions of Contract ……...……..19
1. Scope of Contract …… 20
2. Advance Payment and Terms of Payment …….. 20
3. Performance Security …… 20
4. Inspection and Tests …… 20
5. Warranty …… 21
6. Liability of the Supplier …….. 21
Section V. Special Conditions of Contract ……22
Section VI. Schedule of Requirements ……....25
Section VII. Technical Specifications ……26
Section VIII. Checklist of Technical and Financial Documents ….……..27

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

25/F Vertis North Corporate Center I,
North Avenue, Quezon City 1105
www.phcc.gov.ph
queries@phcc.gov.ph
(+632) 8771 9722
(+632) 8771 9713

INVITATION TO BID FOR

Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure – Hyperconverged Server Infrastructure

1. The ***Philippine Competition Commission (PCC)***, through the ***F.Y. 2025 General Appropriations Act (GAA),*** intends to apply the sum of ***Two Million Seven Hundred Thousand Pesos (PhP2,700,000.00)*** being the ABC to payments under the contract for the ***Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure – Hyperconverged Server Infrastructure*** under ***Invitation to Bid (IB) No. 2025-03-0035***. Bids received in excess of the ABC for each lot as indicated in the Technical Specifications shall be automatically rejected at bid opening.

2. The ***PCC*** now invites bids for the above Procurement Project. Delivery of the Goods is required upon receipt of the Notice to Proceed. Bidders should have completed a contract similar to the Project within five (5) years from the date of submission and receipt of bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from ***PCC*** and inspect the Bidding Documents at the address given below during ***office hours from 8:00 A.M. to 5:00 P.M. (Monday through Friday)***.

5. A complete set of Bidding Documents may be acquired by interested Bidders on ***06 March 2025*** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB and internal issuance of PCC Bids and Awards Committee (PBAC), in the amount of ***Three Thousand Pesos (PhP3,000.00)***.

   The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The ***PCC*** will hold a Pre-Bid Conference on ***14 March 2025, 1:30PM*** at the given address below or through Microsoft Teams teleconference which shall be open to prospective bidders.

7. Bids must be duly received by the PBAC Secretariat through ***IB No. 2025-03-0035*** on ***26 March 2025, 12:00NN*** at ***25th Floor Vertis North Corporate Center 1, North Avenue, Quezon City or via e-bid submission through this link:*** *https://pccgov.sharepoint.com/sites/E-BIDSubmission.* 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 ***26 March 2025, 1:30PM*** at the given address below or through Microsoft Teams Teleconference. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. Bids submitted through online submission must be put in a compressed/zip folder. The compressed folders and the files in it must be ***both password-protected.*** Kindly refer to the Guidelines on PCC E-Bid Submission uploaded under the E-Bid System window of the PCC website. In case of tie, bidders' presence is required during tie breaking through toss coin or draw lots.

11. The ***PCC*** 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:

THE SECRETARIAT
Bids and Awards Committee
Philippine Competition Commission
9th Floor Vertis North Corporate Center 1,
North Avenue, Quezon City
Telephone No.: (02) 771-9722 local 204
e-mail: procurement@phcc.gov.ph or jsarevalo@phcc.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:
https://www.phcc.gov.ph/procurement/request-for-quotation-proposal-expression-of-interest-invitation-to-bid
For online bid submission: *https://pccgov.sharepoint.com/sites/E-BIDSubmission*

05 March 2025

-Originally Signed -
DIR. JESON Q. DE LA TORRE
Chairperson, PCC Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, ***Philippine Competition Commission*** wishes to receive Bids for the ***Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure – Hyperconverged Server Infrastructure*** with identification number ***IB No. 2025-03-0035***.

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 2025 in the amount of ***Two Million Seven Hundred Thousand Pesos (PhP2,700,000.00)***

2.2. The source of funding is the ***F.Y. 2025 General Appropriations Act (GAA).***

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 exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

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 at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within five (5) years** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

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 **Section VII (Technical Specifications).**

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.

13.1. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until ***one hundred twenty (120) calendar 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.

[1] In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 one project having one lot and 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

20.1. 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**. Qualification.

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. ***Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure – Hyperconverged Server Infrastructure*** b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	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 has already been 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.
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 ***Fifty-four Thousand Pesos (PhP54,000.00)*** which is equivalent to 2% of the ABC, 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 ***One Hundred Thirty-Five Thousand Pesos (PhP135,000.00)*** which is equivalent to 5% of the ABC, if bid security is in Surety Bond.
19.3	Please refer to the attached Technical Specifications.
20.1	The Bidder shall submit certified true copies of the following documents: 1. PhilGEPS Platinum Registration 2. Valid Mayor's/Business Permit 3. SEC Registration Certificate for Corporations / Department of Trade and Industry (DTI) for Sole Proprietorship / Cooperative Development Authority (CDA) for Cooperatives 4. Valid Tax Clearance 5. Latest Income/Business Tax Return
21.2	No Additional Requirements

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 prior to 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in **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 this Contract are delivered to ***PCC***. 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 and Documents –** 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 are the End-Users of project proponents. **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. **Spare Parts –**

GCC Clause	
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.
	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	The terms of payment shall be as follows: The Contractor shall issue a SOA/BS for the completed project upon compliance with Annex A and based on the items stated in Annex B. The PCC shall pay the Service Provider within fifteen (15) working days upon receipt of the Joint Inspection Report, Delivery Receipts and SOA/BS of the completed project and issuance of CSSR from the End-user. Payment shall be released within PCC premises.
4	Evaluation of Contractor and Staff Requirements in accordance with Required Qualifications

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.

(Please see attached Technical Specifications)

Section VII. Technical Specifications

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) 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

☐ (g) 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

☐ (h) 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

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

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

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

☐ (k) *[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.

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

Republic of the Philippines
gppb
Government Procurement Policy Board

PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

25/F Vertis North Corporate Center I,
North Avenue, Quezon City 1105
www.phcc.gov.ph
queries@phcc.gov.ph
(+632) 8771 9722

DETAILED TECHNICAL SPECIFICATIONS

Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure – Hyperconverged Server Infrastructure

I. RATIONALE

The Philippine Competition Commission (PCC) relies on a hyperconverged infrastructure within its data center to support daily operations. To ensure peak performance, minimize failures, and reduce the risk of downtime, comprehensive maintenance is essential.

A Comprehensive Information and Communications Technology (ICT) Maintenance Services (CIMS) program will extend equipment lifespan, reduce repair and replacement costs, and enhance operational reliability and uptime, ultimately decreasing the total cost of investment.

II. OBJECTIVE

1. To maximize useful life, total operating cost directly attributed to equipment service and repair;

2. To minimize frequency of interruptions and downtimes to operations by reducing breakdown and enhance safety; and

3. To enable service quality, achieve through correctly adjusted service and operated equipment.

III. SCOPE OF WORKS

The maintenance provider shall perform the following tasks:

1. Conduct the CIMS starting from the date indicated in the Notice to Proceed until 31 December 2025.

2. Conduct site visits based on agreed schedules and as the need arises.

3. Conduct assessment of the equipment for hardware condition and verify current software versions (Acropolis Operating System (AOS), Hypervisor, and Nutanix Cluster Check (NCC) version releases) and firmware acquired

by the PCC, and update if necessary. If compatibility issues occur, the maintenance provider must conduct roll back procedure and provide technical report on the problem.

4. Check license and verify all related components are activated.

5. Create a maintenance checklist for the equipment and other related peripherals that must be approved by the ICT Division Chief. After the conduct of the maintenance activity, the maintenance provider must submit the accomplished checklist and/or maintenance report for documentation and payment purpose.

6. If any part is found defective the maintenance provider shall replace the same within fifteen (15) working days upon detection. If part is not available, a service unit may be accepted, given that any damage/s to other peripherals due to the service unit will be replaced by the maintenance provider at no additional cost to PCC.

7. The maintenance provider must conduct the CIMS on a monthly basis, every 2nd week of the month from 7:00AM to 4:00PM.

8. If the scheduled maintenance activity needs to be postponed, the maintenance provider must secure an email approval with the authorized representative/s of the ICT Division (End-user) at least five (5) working days and reschedule it as soon as possible including the resubmission of the necessary work permit. The End-user may also postpone the maintenance activity and will advise the maintenance the nearest possible date to conduct the activity.

9. Submit a **Service Level Agreement** which must contain, at the minimum, the following provisions:

    a. Provide a single point of contact for technical and customer support, either phone or electronic mail.
    b. Provide 8X7 (8:00 AM – 5:00 PM, Mondays – Sundays) call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekend and holidays.

10. Participate in quarterly scheduled supplier performance review meetings to assess key metrics such as delivery timelines, services, and overall communication efficiency, identifying areas for improvement and opportunities for PCC Data Center Infrastructure.

11. Provide all materials, equipment and peripherals, scope of works not mentioned in this Detailed Technical Specifications but needed in the completion of the CIMS.

IV. INFORMATION SECURITY AND NON–DISCLOSURE AGREEMENT

To ensure the PCC maintains a high standard of information security when engaging with third-party providers, all suppliers are required to comply with the established PCC Information Security Management System (ISMS). These requirements are outlined in the Supplier Security Policy (POL-PCC-GSD 02-03) and related ISMS policies and procedures.

All data, documents, records, configuration files, and metadata (collectively referred to as "Information") provided to the supplier(s) for the purpose of delivering services are considered confidential and shall remain the exclusive property of PCC. The supplier(s) shall recognize the critical importance of maintaining the security and confidentiality of the Information and agree to prevent its unauthorized transfer, disclosure, or use by any third party. The supplier(s) shall not use the Information for any purpose other than to perform the agreed-upon services. Furthermore, the supplier(s) shall ensure that, upon completion of the service, they will not retain any portion of the Information in any form whatsoever.

The following documents must be submitted after the issuance of the Notice of Award or Contract:

- Notarized Non-Disclosure Agreement
- Notarized Data Sharing Agreement (if applicable)
- Project Risk Management Plan

V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **Two Million Seven Hundred Thousand Pesos Only (PhP 2,700,000.00),** inclusive of all applicable government taxes, fees and service charges. The contract price shall include all the costs and profits arising from the or in relation to the services rendered in connection with the engagement and until the end of the contract.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

VI. QUALIFICATIONS OF THE MAINTENANCE PROVIDER

The Maintenance Provider shall meet the following minimum qualifications:

a. Shall be an established IT company with three (3) years' experience in the maintenance of Hyperconverged Server Infrastructure.

b. Shall submit valid certificate/s of authorized distributorship / dealership / resellership from the distributor / manufacturer of the product/s that will be offered.

c. Shall submit the list of identified engineers and/or technicians with **signed curriculum vitae, having at least three (3) years of experience working in a similar field of engagement** that will be involved in the CIMS and maintenance of the equipment.

d. Shall submit copies of client's satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients for the last five (5) years, with similar contracts. Similar contracts refer to delivery of comprehensive maintenance contract for hyperconverged servers.

VII. TECHNICAL SPECIFICATIONS

Minimum and/or equivalent functional requirements, features, characteristics and numbers for:

1. Comprehensive ICT Maintenance Services (CIMS) will be implemented from the **acceptance of Notice to Proceed to 31 December 2025**;

2. Any Software, Hardware Assurance and Support (renewal/reinstatement) which lapsed before the duration of the CIMS period must be covered by the maintenance provider;

3. The CIMS must include all integral parts and other related peripherals that are needed in the operation of the equipment. It is expressed that all related components and peripherals shall be included in the CIMS and must be covered during the maintenance period.

4. Hyperconverged Server Infrastructure

Equipment	Model / Serial Number
Four (4) HCI Chassis	21SG3F500014 21SG3F500016 22SG3G290008 22SG3G290010
Four (4) HCI Node NX-8035-G7	HM217S001049 HM216S003530 HM217S000839 HM216S002810
Four (4) HCI Node NX-8035-G8	HM21BS009479 HM21BS009843 HM226S010122 HM226S009990

Subscription of AHV Professional License	
Eight (8) HCI Node • HM217S001049 • HM216S003530 • HM217S000839 • HM216S002810	NX-8035-G7
• HM21BS009479 • HM21BS009843 • HM226S010122 • HM226S009990	NX-8035-G8

VIII. SCHEDULE OF REQUIREMENTS

The maintenance provider shall submit a performance security within ten (10) calendar days from receipt of Notice of Award.

IX. MODE OF PROCUREMENT:

The mode of procurement shall be Competitive Bidding as provided under the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

X. PAYMENT SCHEME:

Payment shall be made on a quarterly basis. The PCC shall pay the Maintenance Provider within fifteen (15) working days upon receipt of the original Statement of Account, Billing Statement or Invoice, supported by Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the End-user.

Payment shall be released and claimed within the PCC premises or be credited to the Maintenance Provider's bank account, net of applicable transfer charges.

XI. LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the goods and/or to perform the services within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

XII. DISPUTE AGREEMENT / RESOLUTION

Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts if competent jurisdiction in Quezon City only, to the exclusion of all other courts.

Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by the Parties.

Prepared by:

[redacted]

ALVIN U. BOSQUE
Information Technology Officer I

Approved by:

[redacted]

ALLAN ROY D. MORDENO, CISM
Chief, ICT Division

Noted by:

[redacted]

JESON Q. DE LA TORRE
Director IV
Administrative Office

SUBJECT : Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure – Hyperconverged Server Infrastructure

Conforme:

_____

Name and Signature of Authorized Representative

_____

Designation

_____

Name of Company

_____

Date