

PHILIPPINE BIDDING DOCUMENTS

**Supply, Delivery, Installation
and Testing of Information
and Communication
Technology (IT) for
the Philippine Competition
Commission Data Center
Infrastructure**

IB No. 2021-10-0126

**Government of the Republic of the Philippines
Philippine Competition Commission**

29 October 2021

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE SUPPLY, DELIVERY, INSTALLATION AND TESTING OF INFORMATION AND COMMUNICATION TECHNOLOGY FOR THE PHILIPPINE COMPETITION COMMISSION DATA CENTER INFRASTRUCTURE

1. The *Philippine Competition Commission (PCC)* through the *2021 General Appropriations Act (GAA)* intends to apply the sum of **Twelve Million Seven Hundred Thousand Pesos (Php12,700,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Supply, Delivery, Installation and Testing of Information and Communication Technology for the Philippine Competition Commission Data Center Infrastructure (IB No. 2021-10-126)***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *PCC* now invites bids for the above Procurement Project. Delivery of the Goods is required **within sixty (60) calendar days from receipt of the Notice to Proceed**. Bidders should have completed, within the last five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the PCC and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **02 November 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Fifteen Thousand Pesos (PhP15,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees physically for

the physical submission of bids at the PCC, or electronically if the submission is via the PCC E-Bid Submission System.

6. The PCC will hold a Pre-Bid Conference¹ on **08 November 2021 at 1:30 PM** through video conferencing or webcasting via Microsoft Teams which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic via the PCC Electronic Bid Submission System on or before **22 November 2021, 12:00 PM**. 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 **22 November 2021 at 1:30 PM** at the given address below and/or via Microsoft Teams. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders who opted to submit their bids via the PCC Electronic Bid Submission System must ensure compliance with the two-factor security procedure consisting of an archive format compression and password protection to ensure the security, integrity and confidentiality of the bids submitted. Kindly refer to the Guidelines on Electronic Bid Submission uploaded under the E-Bid Submission System of the PCC website for more details.
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

PCC Bids and Awards Committee

Philippine Competition Commission

25F Vertis North Corporate Center 1

North Avenue, Quezon City

Tel. No. (02) 8771-9722 loc 204/205

Email Address: procurement@phcc.gov.ph or nppitalano@phcc.gov.ph

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

13. You may visit the following websites:

For downloading of Bidding Documents: <https://www.phcc.gov.ph/>

For online bid submission: <https://www.phcc.gov.ph/e-bid-submission-system/>

29 October 2021



JESON O. DE LA TORRE
PBAC Chairperson



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine Competition Commission* wishes to receive Bids for the *Supply, Delivery, Installation and Testing of Information and Communication Technology for the Philippine Competition Commission Data Center Infrastructure* with identification number *IB-2021-10-0126*.

The Procurement Project (referred to herein as “Project”) is composed of two (2) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding, the *General Appropriations Act for 2021* in the amount of *Twelve Million Seven Hundred Thousand Pesos (PhP12,700,000.00)*.

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 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 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 the last five (5) years prior to the deadline for the submission and receipt of bids.

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

2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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 calendar days from the date of opening of bids, unless duly extended by the bidder upon the request of the Head of Procuring Entity. 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.

² 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.

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

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid

through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>Lot 1</p> <ul style="list-style-type: none"> a. <i>Supply, Delivery, Installation and Testing of Hyperconverged Server Infrastructure or any server related implementation</i> b. completed within the last five (5) years prior to the deadline for the submission and receipt of bids. <p>Lot 2</p> <ul style="list-style-type: none"> a. <i>Supply, Delivery, Installation and Testing of Network Security either hardware or cloud based related implementation</i> b. completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	No further instructions.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>Two Hundred Fifty-Four Thousand Pesos (PhP254,000.00)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Six Hundred Thirty-Five Thousand Pesos (PhP635,000.00)</i> if bid security is in Surety Bond.
19.3	<p><i>Lot 1. Hyperconverged Server Infrastructure</i> <i>ABC: Php 10,500,000.00</i></p> <p><i>Lot 2. Network Security Equipment</i> <i>ABC: Php 2,200,000.00</i></p>
20.2	<i>No further instructions.</i>
21.2	<i>No further instructions.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered <i>to the PCC Office, 25F Tower 1 Vertis North Corporate Center, North Avenue, Quezon City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Alvin U. Bosque.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p>

1. 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
2. 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 costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three (3) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within fifteen (15) days upon detection of the faulty part/s.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The payment shall be made on a one-time basis. The PCC shall pay the supplier within fifteen (15) working days upon receipt of the original signed Statement of Account, billing statement, supported by Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end user.
4	No further instructions.

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.

As prescribed in the Terms of Reference.

Section VII. Terms of Reference

TERMS OF REFERENCE

Supply, Delivery, Installation and Testing of Information and Communication Technology Equipment for the Philippine Competition Commission Data Center Infrastructure

I. RATIONALE:

The Philippine Competition Commission (PCC) maintains ICT equipment and associated machinery housed in its data center and supports the Commission's day-to-day operation. With the growing number of applications, data, and information systems that PHCC is deploying, there is a need to improve the current infrastructure. In addition, some of the equipment has reached its operational limits and is incurring high maintenance costs. Due to this, the following equipment are scheduled for replacement.

Lot 1: Hyperconverged Server Infrastructure.

Lot 2: Network Security Equipment.

The ICT equipment are planned acquisitions for the replacement of obsolete/old equipment and peripherals and identified requirements in the 2021-2023 Information Systems Strategic (ISSP) Plan.

The equipment will be procured on a per lot basis and prospective bidders can bid on a specific lot or all lots.

II. OBJECTIVE

1. To provide the development and production requirements of internal and external applications.
2. To support the day-to-day operational activity of the Commission.
3. To enable service quality, achieved through correctly adjusted service and operated equipment.

III. SCOPE OF WORKS

The Supplier shall perform the following tasks:

Lot 1: Hyperconverged Server Infrastructure.

1. Start graceful power on process on the new nodes.
2. Configure network configuration to match the existing infrastructure networking layout.
3. Configure the new node and chassis to the current PCC Hyperconverged Server Infrastructure (HCI).
4. Upgrade firmware, hypervisor, and Virtualization Operating System and other related software to match the current version of the PCC HCI.
5. Migrate all virtual machines to the new nodes including its allocated storage, memory, and compute configuration.

6. Verify that all migrated virtual machines are working properly.
7. Start graceful shutdown process on the old nodes.
8. Decommissioning of the old nodes from the cluster.
9. Secure the old nodes, wrapping on anti-static material and provide packaging materials.
10. In the event of faulty part/s, the maintenance provider must replace the parts within fifteen (15) days upon detection. If part is not available with the time period, 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 cost to PCC.
11. Any Software, Hardware Assurance and Support must be covered by the supplier at no additional cost to PCC.
12. Provide knowledge sharing session on administration and management to PCC Personnel.
13. Provide all materials, equipment and peripherals, scope of work not mentioned in this Terms of Reference but needed for the completion of the project.
14. Service Level Agreement.
 - Provide a single point of contact for technical and customer support, either phone or electronic mail.
 - Provide 8X7XNBD call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekend and holidays.

Lot 2: Network Security Equipment

1. Start graceful power-on process of the new equipment.
2. Configure network configuration to match the existing infrastructure networking layout.
3. Migrate existing configuration, including, but not limited to the following:
 - a. Firewall Policies
 - b. IPS Settings
 - c. Web Polices
 - d. Application Settings
 - e. Wireless Configuration
 - f. Web Server
 - g. Advanced Threat Protection

h. Cloud Management Integration

4. Must also migrate existing network configuration, VPN, routing, authentication, system services.
5. Must also include administration settings, profiles, host and services as well as the certificate configuration.
6. Verify that all migrated configuration is working.
7. Must be configured for high availability (Active-Active) state.
8. Start a graceful shutdown process on the old equipment.
9. Decommissioning of the old equipment.
10. Secure the old nodes, wrapping on anti-static material and provide packaging materials.
11. In the event of faulty part/s, the maintenance provider must replace the parts within fifteen (15) days upon detection. If part is not available with the time period, 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 cost to PCC.
12. Any Software, Hardware Assurance and Support must be covered by the supplier at no additional cost to PCC.
13. Provide knowledge sharing session on administration and management to PCC Personnel.
14. Provide all materials, equipment and peripherals, scope of work not mentioned in this Terms of Reference but needed for the completion of the project.
15. Service Level Agreement.
 - Provide a single point of contact for technical and customer support, either phone or electronic mail.
 - Provide 8X7XNBD call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekend and holidays.

IV. INFORMATION SECURITY AND NON – DISCLOSURE AGREEMENT

To ensure protection of PCC assets, suppliers are expected to observe and abide by the established PCC Information Security Management System (PCC ISMS) and shall agree to sign a non-disclosure agreement.

All data, documents, records, configuration files and metadata (collectively “Information”) to be provided to the Suppliers/s for purposes of delivering the Services are considered confidential information and shall remain the sole property of PCC. The Supplier/s shall acknowledge the importance of maintaining security and confidentiality of the Information and agree to prevent unauthorized transfer, disclosure, or use of these Information by any third person or entity. Supplier/s shall not use the Information for any purpose other than in connection with the Services. Supplier/s shall ensure that it will not retain, after completion of the Services with which the Information was provided, all or any portion of the Information, in any manner whatsoever.

Upon completion of the Services, any and all Information shall be deleted by PCC. The Supplier/s shall not keep any copy of the Information in either digital or physical format, including, but not limited to notes, documents, memoranda, and other writing, electronic records, communications, and the like.

V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **Twelve Million Seven Hundred Eighty Thousand Pesos Only (Php. 12,780,000.00)**, inclusive of all applicable government taxes and service. 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.

Breakdown of Approved Budget (ABC) for each lot.

Lot No. / Project	ABC per Lot
Lot 1: Hyperconverged Server Infrastructure	10,580.00.00
Lot 2: Network Security Equipment	2,200,000.00
Total	12,780,000.00

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

VI. QUALIFICATION OF THE SUPPLIER

The Supplier/s should be legally registered in PhilGEPS and has secured a BIR Tax Certificate and/or Clearance, and duly registered with DTI/SEC/CDA to be eligible to submit bids. Similarly, the Supplier/s should have the following minimum qualifications:

- a. Should be an established IT company with experience with the following:

Lot No. / Project	Years / Relevant Experience
Lot 1: Hyperconverged Server Infrastructure	Three (3) years' experiences in supply, delivery, installation and

	configuration of Hyperconverged Server Infrastructure (HCI).
Lot 2: Network Security Equipment	Three (3) years' experience supply, delivery, installation and configuration of network security equipment

- b. Must submit certification of authorized distributorship / dealership / resellership from the distributor / manufacturer of the product/s offered.
- c. Submit the list of identified engineers and/or technicians with **signed curriculum vitae, having at least three (3) years of experience working in similar field of engagement** that will be involve in the project.
- d. Should 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:

Lot 1 – Supply, Delivery, Installation and Testing of Hyperconverged Server Infrastructure or any server related implementation.

Lot 2 – Supply, Delivery, Installation and Testing of Network Security either hardware or cloud based related implementation.

VII. TECHNICAL SPECIFICATIONS

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

Lot 1: Hyperconverged Server Infrastructure

Description	Quantity/Features/Characteristics
Compatibility	Must be compatible with the brand and or model of the current PHCC Hyperconverged Cluster
Number of Nodes	Must be compatible with the current PCC HCI Cluster <ul style="list-style-type: none"> • At least four (4) Nodes • At least two (2) chassis
Chassis	Must be compatible with the current PCC HCI Cluster <ul style="list-style-type: none"> • At least One (1) Chassis • With dual power supply. • At least 2U, rack mountable (includes mounting braces) • With integrated system cooling. • Input voltage: 100-240V AC auto-range • Input frequency: 50-60Hz • Includes all required cables, connectors and peripherals.

Processor	Server type processor, latest generation, with the following minimum specifications: <ul style="list-style-type: none"> • Lithography: 14nm • Processor frequency: range from 3.00Ghz or higher • Number of cores: at least 16 cores or higher • Number of threads: at least 32 threads or higher • Cache: at least 10MB or higher
Memory	Per Node Configuration <ul style="list-style-type: none"> • At least eight (8) memory modules • At least thirty-two (32) GB 3200MHz DDR4 RDIMM or equivalent
Storage	Per Node Configuration <ul style="list-style-type: none"> • At least four (4) 6TB 3.5” Hard Disk Drive (Raw Capacity) • At least two (2) 1.92TB 3.5” Solid State Drive (Raw Capacity)
Networking	Must provide the following: <ul style="list-style-type: none"> • At least two (2) top of rack switch 24 Ports SFP • Provide the necessary number of transceivers to connect the node/chassis to the top of rack switch • At least SFP+ up to 10Gbe Bandwidth • Provide the necessary number of fiber optic cables
Hypervisor	Must be compatible with the current PCC Hypervisor <ul style="list-style-type: none"> • With controller VM. • End-to-end centralized management solution for virtualized data center environments. • Hypervisor – Professional licenses entitlement. • Hypervisor installer must be agnostic. • Snapshots and replication capable.
Warranty	At least three (3) years warranty including onsite repair, parts and related services.
Data Rack	<ul style="list-style-type: none"> • Must provide data one (1) 42RU rack compatible with the chassis • Two (2) Power Distribution Unit with at least 8 sockets each • One (1) year Warranty
Preventive Maintenance	Must provide preventive maintenance activity at least quarterly for the duration of the warranty period.
Support	Provide 8X7XNBD call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekend and holidays.

Lot 2: Network Security Equipment

Description	Quantity/Features/Characteristics
-------------	-----------------------------------

Compatibility	Configuration files and network security policy must be compatible with the current PCC network security equipment.	
Number of Equipment	At least two (2) similar brand and model, includes mounting brackets on a 1U rack mountable appliance	
Features	<p>Must provide the following:</p> <p>Policy Deployment</p> <ul style="list-style-type: none"> With built-in and customizable policy deployment for IPS, Traffic Shaping, Wireless, SD-WAN, Application Aware Routing, etc. <p>TLS 3.1 Inspection</p> <ul style="list-style-type: none"> Capable of scanning SSL Encrypted traffic. <p>Deep Packet Inspection</p> <ul style="list-style-type: none"> Scan traffic without a proxy can that be integrated with IPS, web protection, and application control <p>Application Acceleration</p> <ul style="list-style-type: none"> Accelerate trusted application through a different path to reduce latency and optimized performance <p>Cloud Central Management</p> <ul style="list-style-type: none"> Can be integrated to a centralized cloud-based management platform, with no additional charge to PCC. <p>Traffic Shaping and Quota</p> <ul style="list-style-type: none"> Can configure for network and user-based quota <p>Wireless Access Point Management</p> <ul style="list-style-type: none"> Can manage Wireless Access Point deployment and management. <p>Remote Access Management</p> <ul style="list-style-type: none"> Can configure for SSL VPN, IPSEC, Site-to-Site VPN. <p>Authentication</p> <ul style="list-style-type: none"> Can be integrated to Active Directory, LDAP, etc. 	
Performance	Throughput	At least 40,000 Mbps
	IPS Throughput	At least 13,440 Mbps
	Threat Protection Throughput	At least 2,770 Mbps
	IPSec VPN Throughput	At least 6,500 Mbps
	SSL/TLS Inspection	At least 3,130 Mbps
	Concurrent Connections	13,700,000

Software / Licenses	At least three (3) year's subscriptions of the following <ul style="list-style-type: none"> • Base Firewall • Network Protection • Web Protection • Zero Day Protection • Orchestration • Email Protection • Web Server Protection
Physical Interfaces	Must include the following: Interfaces <ul style="list-style-type: none"> • At least eight (8) GE Copper • At least two (2) SFP Fiber Port • At least two (2) SFP+ 10Gbe Fiber Port Management Ports <ul style="list-style-type: none"> • RJ45 Management • COM RJ45 • Micro-USB
Storage	At least 250GB Internal Storage
Power Supply	Must include a redundant power supply
Warranty	At least three (3) years warranty including onsite repair, parts and related services.
Support	Provide 8X7XNBD call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekend and holidays.

VIII. SCHEDULE OF REQUIREMENTS

The Supplier must complete the supply, delivery, installation and testing **Sixty (60) calendar days** from receipt of Notice to Proceed (NTP).

IX. MODE OF PROCUREMENT:

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

X. PAYMENT SCHEME:

Payment shall be made on a **ONE-TIME BASIS**. The PCC shall pay the Supplier within fifteen (15) working days upon receipt of the original signed Statement of Account, or billing statement, supported by Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user.

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 of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

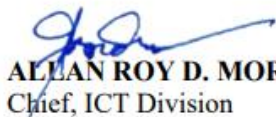
Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by the Parties.

Prepared by:



ALVIN U. BOSQUE, CySA+, ITIL4, KIKF, SFPC, CSFPC, MCP(Azure), CDCP
Information Technology Officer I

Approved by:



ALLAN ROY D. MORDENO, CISM
Chief, ICT Division

Noted by:



JESON Q. DE LA TORRE
Director IV
Administrative Office

Conforme:

Name and Signature of Authorized Representative

Designation

Name of Company

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
 (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Bidding Forms

Bid Form

Date: _____
Invitation to Bid³ N^o: _____

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in [BDS](#) provision for **ITB Clause Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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.⁴

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

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause Error! Reference source not found.** of the Bidding Documents.

³ If ADB, JICA and WB funded projects, use IFB.

⁴ Applicable only if the Funding Source is the ADB, JICA or WB.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Abroad

Name of Bidder _____ . Invitation to Bid⁵ Number ____ . Page ____ of _____ .

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁵ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder _____ . Invitation to Bid⁶ Number ____ . Page . of ____ .

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

_____ ⁶ If ADB, JICA and WB funded projects, use IFB.

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20____ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized *Special Power of Attorney*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice

(A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

X-----X

BID SECURING DECLARATION **Invitation to Bid: [Insert Reference number]**

To: *[Insert name and address of the Procuring Entity]*

I/We⁷, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

⁷ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

*[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]*

[Insert Signatory's Legal Capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____




PBD_ICT Equipment for PCC Data Center Infrastructure


Final Audit Report


2021-10-29

Created:	2021-10-29
By:	Procurement PCC (procurement@phcc.gov.ph)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyulQZsZjStV6c0n3gVg5z5SZDRZWjUY6


"PBD_ICT Equipment for PCC Data Center Infrastructure" History

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