

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Proposal for the Supply, Delivery,
Installation, Implementation, and Training
of Various ICT Components as Additional
ICT Resources, Expansion, and Disaster
Recovery Strategy for the PhilSys Project

Government of the Republic of the Philippines

PHILIPPINE STATISTICS AUTHORITY

Quezon City, Philippines

PUBLIC BIDDING NO. 2020-15

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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 – BangkoSentral 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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



REPUBLIC OF THE PHILIPPINES

PHILIPPINE STATISTICS AUTHORITY

INVITATION TO BID FOR THE PROPOSAL FOR THE SUPPLY, DELIVERY, INSTALLATION, IMPLEMENTATION, AND TRAINING OF VARIOUS ICT COMPONENTS AS ADDITIONAL ICT RESOURCES, EXPANSION, AND DISASTER RECOVERY STRATEGY FOR THE PHILSYS PROJECT

1. The **Philippine Statistics Authority**, through the **2019 Continuing Appropriations Act / Capital Outlay** intends to apply the sum of **One Hundred Six Million Six Hundred Sixty Nine Thousand One Hundred Forty Pesos (P 106,669,140.00)** being the ABC to payments under the contract for **Proposal for the Supply, Delivery, Installation, Implementation, and Training of Various ICT Components as Additional ICT Resources, Expansion, and Disaster Recovery Strategy for the PhilSys Project**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Statistics Authority** now invites bids for the above Procurement Project. Delivery of the Goods is required by on or **28 February 2021**. Bidders should have completed, within **3 years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a 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 **Philippine Statistics Authority (PSA)** and inspect the Bidding Documents at the address given below during working hours from 8AM- 5PM weekdays except holidays.

PSA BAC Secretariat
11th floor, Cyberpod Centris One, Eton Centris
EDSA corner Quezon Avenue, Quezon City

5. A complete set of Bidding Documents may be acquired by interested Bidders on **01 December 2020** 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 **Fifty Thousand Philippine Pesos (Php 50,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or through electronic means.

6. The PSA-BAC will hold a Pre-Bid Conference on **09 December 2020, 9:30AM at 17th Floor, Cyberpod Centris Three, Eton Centris, EDSA corner Quezon Avenue, Quezon City**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **21 December 2020, 9:00AM**. 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 **21 December 2020, 10:00AM at 17th Floor, Cyberpod Centris Three, Eton Centris, EDSA corner Quezon Avenue, Quezon City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Late bids shall not be accepted.
10. The Philippine Statistics Authority reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Mr. Joseph P. Cajita
Chair, BAC Secretariat
PSA Bids and Awards Committee
11th Floor, Cyberpod Centris One, Eton Centris
EDSA corner Quezon Avenue, Quezon City
Tel. No. : (02) 374-8270
12. You may visit the following websites:

For downloading of Bidding Documents:
www.psa.gov.ph or <https://procurement.psa.gov.ph/>

(Sgd.)
MINERVA ELOISA P. ESQUIVIAS
Chairperson, PSA Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Philippine Statistics Authority wishes to receive Bids for the **Proposal for the Supply, Delivery, Installation, Implementation, and Training of Various ICT Components as Additional ICT Resources, Expansion, and Disaster Recovery Strategy for the PhilSys Project** with identification number **PB 2020-15**.

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 **year 2019** in the amount of **One Hundred Six Million Six Hundred Sixty Nine Thousand One Hundred Forty Pesos (P 106,669,140.00)**.

2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

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 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

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The 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 three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must

be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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.
- 13.2. Payment of the contract price shall be made in **Philippine Pesos**.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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) Days from Bid Opening**. 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

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.

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 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 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

20. Post-Qualification

- 20.1. 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.

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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause			
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Similar contract shall refer to contracts involving supply, delivery, installation of ICT Equipment or Server Appliances.</p> <p style="margin-left: 40px;">b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>		
7.1	Subcontracting is not allowed.		
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.		
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> <p style="margin-left: 40px;">a. The amount of not less than P 2,133,382.80 [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than P 5,333,457.00 [(5%) of ABC] if bid security is in Surety Bond.</p>		
19.3	Lot	Item Description	Approved Budget for the Contract (ABC)
	1	Proposal for the Supply, Delivery, Installation, Implementation, and Training of Various ICT Components as additional ICT Resources, Expansion, and Disaster Recovery Strategy for the PhilSys Project.	P 106,669,140.00
20.2	No Further instructions		
21.2	No Further instructions		

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 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 IV (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

- 6.1. 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.
- 6.2. 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

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 the Contract are delivered at PSA PhilSys Office, PSA Complex, East Avenue, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Deputy National Statistician Rosalinda P. Bautista</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> <ol style="list-style-type: none"> 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.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross Weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

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.

	<p>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.</p> <p>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> <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	<p>“The terms of payment shall be as follows:”</p> <ul style="list-style-type: none"> ● Payment will be done after full delivery of the Goods
4	<ul style="list-style-type: none"> ● N/A

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Proposal for the Supply, Delivery, Installation, Implementation, and Training of Various ICT Components as additional ICT Resources, Expansion, and Disaster Recovery Strategy for the PhilSys Project.	1 LOT	P 106,669,140.00	To be delivered all items within Sixty (60) days upon issuance of Notice to Proceed. Must be delivered at assigned target areas (See Specifications/ Distribution List)

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Item	Specification	Statement of Compliance
<p>Lot –Various ICT Components as Additional ICT Resources, Expansion, and Disaster Recovery Strategy for the PhilSys Project</p> <p>Requirements:</p>		
	<p>The winning bidder must have authorized drop off points in every region to facilitate servicing of equipment for warranty purposes. For Metro Manila, on-site support is required.</p>	
<p>Item No. 1 - Three Hundred Seventy Four pieces (374) Durable Laptop Computers</p>		
	<p>1.) Must have Intel Core i5 10th generation (at least 6MB cache and 4 cores);</p>	
	<p>2.) Must have a minimum of 8GB (3200MHz) of RAM;</p>	
	<p>3.) Must have a minimum of 14" HD (1366x768) Anti-Glare non-touch screen;</p>	
	<p>4.) Must have integrated Graphics and 720p HD camera with microphone;</p>	
	<p>5.) Must have a minimum of 256GB Solid State Drive;</p>	
	<p>6.) Must have a minimum of 1 TB of Hard Disk Drive 7200 RPM;</p>	
	<p>7.) Must have Intel AX200 2x2AX+BT vProWireless LAN;</p>	
	<p>8.) Must have 2x USB 3.2 and 2x USB Type C Interface;</p>	

	9.) Must have wireless Mouse and additional full-sized wireless keyboard with batteries included	
	10.) Must have Windows 10 Professional 64bit preloaded Operating System;	
	11.) Must have Type C 3-Cell Li-Polymer Internal Battery and 45WH AC Adapter;	
	12.) Must have TPM 2.0 or higher;	
	13.) Must be Energy Star Compliant; and	
	14.) Must have Military Testing Certificate/Must be military grade tested certified/with military grade certification seal	
	WARRANTY	
	15.) Must have three years nationwide support by the winning bidder (on-site for Metro Manila and regional service center support);	
	16.) Must have three years warranty on Parts and Labor (Note: Three years warranty must be verifiable through serial number via manufacture/s website);	
	DELIVERY	
	17.) Must be delivered at the assigned target areas (Please see attached Distribution List);	
	ADDITIONAL REQUIREMENT	
	18.) Bidder must be on authorized seller of the brand being offered (Submit certification/authorized distributorship	

	from the manufacturer of the brand being offered);	
	19.) Must have service center nationwide for the brand being offered (Regional center support); and	
	20.) Must be in the Top 3 of the Preliminary Worldwide PC Vendor Unit Shipment for First Quarter 2020 (Based on IDC or similar website).	
Item No. 2 - One Hundred Twenty Six Pieces (126) SCANNER		
	1.) Desktop sheet fed scanner;	
	2.) Document feeding: automatic or manual feeding;	
	3.) Document size: short/Legal/A4;	
	4.) Scanning side: simplex and duplex;	
	5.) Scanning mode: grayscale and 24-bit color;	
	6.) At least 45pages per minute;	
	7.) Interfaces: High Speed USB 2.0	
	8.) Power requirements: 240v;	
	WARRANTY	
	9.) Minimum of one year warranty; and	
	DELIVERY	

	10.) Must be delivered at the assigned target areas (Please see attached Distribution List).	
Item No. 3 - One Hundred Eleven Pieces (111) SHREDDER		
	1.) Shredder must cut 4mm x 12mm	
	2.) Shredder must have an auto document feed feature to accommodate up to 150 pages of A4/Letter;	
	WARRANTY	
	3.) Minimum of one year warranty; and	
	DELIVERY	
	4.) Must be delivered at the assigned target areas (Please see attached distribution list).	
Item No. 4 -Four Pieces (4) DISPLAY MONITOR WITH LAN INTERFACE		
	1.) Must have screen size 55”	
	2.) Must have LAN Port;	
	3.) Must have at least 4 HDMI Slots;	
	WARRANTY	
	4.) Minimum of one year warranty; and	
	DELIVERY	

	5.) Must be delivered at the assigned target areas (Please see attached Distribution List).	
Item No. 5 - Four Pieces (4) LASER PRINTER (MONOCHROME)		
	1.) Must be able to print in duplex mode;	
	2.) Must have LAN Port;	
	3.) Must have at least two refill ink: black;	
	4.) Capable of 40 pages A4/per minute;	
	WARRANTY	
	5.) Minimum of one year warranty; and	
	DELIVERY	
	6.) Must be delivered at the assigned target areas (Please see attached Distribution List).	
Item No. 6 - Two Pieces (2) COLOR LASER PRINTER		
	1.) Must be able to print in duplex mode;	
	2.) Must have four color ink: cyan, magenta, yellow, and black;	
	3.) Must have at least two refill ink for each color: cyan, magenta, yellow, and black;	
	4.) Must be able to connect to LAN;	

	5.) Must at least accommodate 500 sheets of A4 /Letter	
	WARRANTY	
	6.) Minimum of one year warranty; and	
	DELIVERY	
	7.) Must be delivered at the assigned target areas (Please see attached Distribution List).	
Item No. 7 - One Hundred Eleven Pieces (111) PROJECTOR		
	1.) Must have Full HD native resolution 2.) Must include a five (5) meter HDMI cable 3.) Must support wireless connections (802.11bgn) 4.) Must have HDMI, D-Sub and Composite RCA Input;	
	WARRANTY	
	5.) Minimum of one year warranty; and	
	DELIVERY	
	6.) Must be delivered at the assigned target areas (Please see attached Distribution List).	
Item No. 8 - Fifty Pieces (50) MANAGED GIGABIT SWITCH		
	1.) Must have 24 Gigabit RJ45 Ports;	
	2.) Must have two SFP Ports;	

	3.) Minimum of at least one serial console port;	
	4.) Must have at least 18 Gbps of Non-blocking Throughput;	
	5.) Must have at least 36 Gbps of switching capacity;	
	6.) Must be Rack-Mountable or Wall-Mountable with Rackmount (Brackets Included);	
	WARRANTY	
	7.) Minimum of one year warranty; and	
	DELIVERY	
	8.) Must be delivered at the assigned target areas (Please see attached Distribution List).	
Item No. 9 - FOUR PIECES (4) INDUSTRIAL BARCODE PRINTER WITH BARCODE LABELS WITH LICENSED SOFTWARE PER PRINTER		
	1.) Maximum print width (inches) 4.09 2.) Minimum media width – 1 inch 3.) Maximum print speed must be at least 14 inches per second 4.) Maximum continuous print length at 203 dpi: 150 inches 5.) Must have a professional level licensed design software per printer;	
	6.) Must have barcode labels Materials: Synthetic fasson - 50 rolls; Satin fasson - 20 rolls;	

	7.) Connectivity: Serial. USB, gigabit Ethernet, Bluetooth, USB Host;	
	8.) Print Methods: Thermal or direct thermal; 9.) Must be able to print linear (Code 11, Code 39, Code 93) and 2D barcodes (Codablock, PDF417, Code 49, DataMatrix, MaxiCode, QR Code, TLC 39, MicroPDF, RSS-14)	
	10.) With 1GB RAM memory and 2GB on board linear flash;	
	WARRANTY	
	11.) Three years' service warranty; and	
	12.) Must be delivered at the assigned target areas (Please see attached Distribution List).	
Item No. 10 - HYPERCONVERGED INFRASTRUCTURE (HCI) FOR DISASTER RECOVERY SITE AND EXPANSION, INCLUDING FIREWALL/ICT SECURITY DEVICE AND TRAINING		
NOTE:	<ol style="list-style-type: none"> 1.) Must be compatible with existing HCI of PSA (Lenovo – Nutanix HCI) 2.) Must include Hyper Converged appliance 5 nodes for Disaster Recovery Site 3.) Must include Hyper Converged appliance 3 nodes for expansion 4.) Must include One (1) unit of 42u Cabinet Rack for Disaster Recovery Site 5.) Must include One (1) unit of Top-of Rack Switches for Disaster Recovery Site 6.) Must include One (1) Management Switch for Disaster Recovery Site 7.) Must include Two (2) units of Next Generation Firewall and 1 Unit of 	

	<p>Analyzer (Reports and Logging Appliance)</p> <p>8.) Must include Training and Knowledge Transfer</p>	
<p>HYPER CONVERGED SOLUTION FOR 5 NODES FOR DISASTER RECOVERY SITE WITH TRAINING AND KNOWLEDGE TRANSFER</p>		
<p>ARCHITECTURE</p>	<p>A Hyperconverged Infrastructure (HCI) that includes at least One (1) 42U Cabinet Rack, Five (5) Hyperconverged Appliance Nodes, One (1) Top-Of Rack Switches, and One (1) Management Switch.</p>	
	<p>This will provide PhilSys Registry Office the additional resources for a software-centric architecture that tightly integrates compute, storage and virtualization resources in a single system. This will aid the organization by leveraging virtualization technologies and addressing the challenges with the complexity and cost of data protection and storage. It is a technology that would allow PhilSys Registry Office to focus their time, money and employee resources more on the operational aspects of their business and less on maintaining infrastructure</p>	
<p>INFRASTRUCTURE</p>	<p>1.) Supports industry standard hypervisors like VMware ESX, Microsoft Hyper-V, and AHV</p>	
	<p>2.) Supports differing CPU & memory configurations of nodes within the same cluster</p>	
	<p>3.) Supports adding storage only nodes in the cluster</p>	
	<p>4.) Supports unlimited number of nodes in a cluster</p>	

	5.) Supports VM-centric snapshots and clones	
	6.) Must be able to provide different levels of resiliency in the same cluster (RF2 or RF3 can be applied at a container level)	
	7.) Must have native File, Block and Object services built into the platform	
	8.) The solution should provide enterprise data services such as deduplication and compression with erasure coding completely in software without dependence on any proprietary hardware	
	9.) Must have inline compression, inline deduplication, post-process compression, and post-process deduplication	
	10.) Must have feature to do backup to public clouds	
	11.) Must have feature to do multi-site DR	
	12.) Must have feature to do data-at-rest encryption	
	13.) Must maintain data locality and services reads from the local host server	
	14.) The solution should provide a single unified management console for the management of the entire environment including virtualized environment as well as software defined storage environment, underlying Hardware and associated components	

Item No. 10.1 - Five (5) - Hyper Converged Appliances for Disaster Recovery Site with Training and Knowledge Transfer		
	1.) Must be a 1U rack mount form factor	
	2.) Must have 2x Intel Xeon Gold 6238 22 core 2.1Ghz processor	
	3.) Must have 24x64GB TruDDR4 RDIMM memory	
	4.) Memory must offer protection in the event of a non-correctable memory failure, Adaptive Double Device Data Correction, Error correction code (ECC), memory mirroring, and memory rank sparing, patrol scrubbing, and demand scrubbing.	
	5.) Must have 10x 3.84TB SAS 12Gb Hot Swap SSD	
	6.) Must have 2x platinum Hot-Swap power supply	
	7.) Must have seven hot-swap system fans with N+1 redundancy for cooling	
	8.) Must have 2x 10Gb Base-T ports and 4x 10/25GbE SFP28	
	9.) Systems management must have a system of LEDs on various external and internal components of the server that leads you to the failed component. When an error occurs, LEDs are lit on the front I/O assembly, the rear panel, the system board, and the failed component to simplify servicing, speeds up problem resolution, and helps improve system availability	

	<p>10.) Systems management must continuously monitors system parameters, triggers alerts, and performs recovery actions in case of failure to minimize downtime with Built-in Server Management Module</p>	
	<p>11.) Systems management must be able to provide proactive alerts for processors, voltage regulators, memory, internal storage (SAS/SATA HDDs and SSDs, NVMe SSDs, M.2 storage, flash storage adapters), fans, power supplies, RAID controllers, and server ambient and sub-component temperatures</p>	
	<p>12.) Must comply with the following standards:</p> <ul style="list-style-type: none"> • United States: FCC Part 15, Class A; UL 60950-1 • Canada: ICES-003/NMB-03, Class A; CAN/CSA-C22.2 60950-1 • Mexico: NOM-19 • Argentina: IEC 60950-1 • European Union: CE Mark (EN55022 Class A, IEC/EN 60950-1, EN55024, EN61000-3-2, EN 61000-3-3) • Germany: TUV-GS (IEC/EN 60950-1, EK1- 1TB2000) • Russia, Kazakhstan, Belarus: EAC (TR CU 0042011, TR CU 0202011) • China: CCC GB4943.1, G89254 Class A, G817625.' • India: BIS • Japan: VCCI, Class A • Taiwan: SMI CNS13438, Class A; CNS 14336-1 • Korea: KN22, Class A; KN24 • Australia/New Zealand: AS/NZS CISPR 22 Class A • Reduction of Hazardous Substances (ROHS) • Energy Star 2. 1 • ASHRAE Class 42, A3 and A4 specifications 	

	13.) Must have 5 years warranty, 24x7 with 4 hour response time	
Item No. 10.2 - THREE (3) - HYPER CONVERGED APPLIANCES FOR EXPANSION WITH TRAINING AND KNOWLEDGE TRANSFER		
	1.) Must be a 1U or 2U rack mount form factor	
	2.) Must have 2x Intel Xeon Gold 6238 22 core 2.1Ghz processor	
	3.) Must have 24x64GB TruDDR4 RDIMM memory	
	4.) Memory must offer protection in the event of a non-correctable memory failure with Single Device Data Correction (SDDC, also known as Chip kill, requires x4-based DIMMs), Adaptive Double Device Data Correction, Error correction code (ECC), memory mirroring, memory rank sparing, patrol scrubbing, and demand scrubbing.	
	5.) Must have 10x 3.84T8 SAS 12Gb Hot Swap SSD	
	6.) Must have 2x1100W Platinum Hot-Swap power Supply	
	7.) Must have at least six hot-swap system fans with N+1 redundancy for cooling	
	8.) Must have 2x 10Gb Base-T Ports and 4x 10/25GbE SFP28	
	9.) Must support at least six PCIe slots	

	<p>10.) Systems management must have a system of LEDs on various external and internal components of the server that leads you to the failed component. When an error occurs, LEDs are lit on the front I/O assembly, the rear panel, the system board, and the failed component to simplify servicing, speeds up problem resolution, and helps improve system availability</p>	
	<p>11.) Systems management must continuously monitors system parameters, triggers alerts, and performs recovery actions in case of failure to minimize downtime with Built-in Server Management Module</p>	
	<p>12.) Systems management must be able to provide proactive alerts for processors, voltage regulators, memory, internal storage (SAS/SATA HDDs and SSDs, NVMe SSDs, M.2 storage, flash storage adapters), fans, power supplies, RAID controllers, and server ambient and sub-component temperatures</p>	
	<p>13.) Must comply with the following standards:</p> <ul style="list-style-type: none"> • United States: FCC Part 60950-1 • Canada: ICES-003/NMB-03, Class A; CAN/CSA-C22.2 60950-1 • Mexico: NOM-19 • Argentina: IEC 60950-1 • European Union: CE Mark (EN55022 Class A, IEC/EN60950-1, EN55024, EN61000-3-2, EN 61000-3-3) • Germany: TUV-GS (IEC/EN 60950-1, EK1- ITB2000) • Russia, Kazakhstan, Belarus: EAC (TR CU 004/2011, TR CU 020/201 1) • China: CCC GB4943.1, GB9254 Class A, GB17625.1 • India: BIS • Japan: VCCI, Class A • Taiwan: BSMI CNS13438, Class A; CNS 14336-1 	

	<ul style="list-style-type: none"> • Korea: KN22, Class A; KN24 • Australia/New Zealand: AS/NZS CISPR 22 Class A • Reduction of Hazardous Substances (ROHS) • Energy Star 2.1 • ASHRAE Class A2, A3 and A4 specifications 	
	14.) Must have 5 years warranty, 24x7 with 4 hour response time	
TRAINING/KNOWLEDGE TRANSFER FOR HYPERCONVERGED SOLUTION FOR ALL HCIS AND FIREWALL APPLIANCE/DEVICES		
	<p>HCIS ENTERPRISE ADMINISTRATION</p> <p>The HCIS Enterprise Administration course is aimed to train administrators (system, network, and storage) to successfully deploy HCIS in the datacenter. It covers the basic troubleshooting tools and advance tasks performed by HCIS administrators, including certification for HCIS Certified Professional. A minimum of four (4) days classroom-type training with hands-on laboratory, good for four (4) packs inclusive of accommodation and transportation. The training course shall be conducted by a certified or authorized HCIS training partners, including but not limited to the following training modules:</p> <ul style="list-style-type: none"> • Module 1: Introduction Introducing the Hypervisor • Module 2: Managing the HCIS Cluster Configuring an HCIS cluster, including setting up a name server and adding network connections, and set up file system whitelists • Module 3: Securing the HCIS Cluster Securing an HCIS cluster through user authentication, SSL certificate installation and cluster access control. • Module 4: Networking Managing networks using Open vSwitch (OVS). 	

	<p>The module also describes how to configure bridges, bonds, and VLANs</p> <ul style="list-style-type: none"> • Module 5: VM Management Creating and managing Virtual Machines (VM), create a guest VM and importing a new image that can be applied to the VM. • Module 6: Health Monitoring and Alerts Monitoring cluster health and performance in addition to configuring health checks for various components. Provides guidelines in monitoring cluster performance, and customization of system alerts and events • Module 7: Overview of the various HCIS storage components, including Storage Tiers, Pools, Containers, Volume Groups, vDisks, and Datastores/SMB Shares. • Module 8: Workload Migration Migrating workloads in Hypervisor. • Module 9: Services Shows Block Services provide high availability, high-performance block storage through simple client configuration. • Module 10: Business Continuity Provides comprehensive data protection at all levels of the virtual datacenter: VM, file, and volume group. • Module 11: Data Protection Using the HCIS main Web Console to create a remote site and a Protection Domain • Module 12: HCIS Central Multiple capabilities of HCIS Central, including monitoring and managing multiple activities across a set of the cluster • Module 13: Maintaining the HCIS Cluster HCIS Cluster Check (HCIS-CC), a framework of scripts that helps diagnose cluster health. • Module 14: Life Cycle Operations Provides an overview of the essential lifecycle operations, including starting/ stopping an HCIS cluster, starting/shutting down a cluster node and searching/ updating inventory, 	
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	and how to expand a cluster, manage licenses and upgrade software and firmware	
	Training and Knowledge transfer of Next Generation Firewall and Analyzer for Reports and Logging appliance	
Item No. 10.3 - One (1) - UNIT 42U RACK (FPR DR)		
	1.) Must have a 42U capacity	
	2.) Must have square rack mount flange hole type	
	3.) Must have 6 sidewall compartments	
	4.) Must have PDU mounting Points	
	5.) Must have front stabilizers, side stabilizers, casters, leveling feet, side covers, and perforated front door	
	6.) Must include eight (8) Switched and Monitored 32A 3 Phase PDU	
Item No. 10.4 - TWO (2) UNIT TOP-OF RACK SWITCHES (FOR DR)		
	1.) Must have a 1U form factor	
	2.) Must have 48x SFP28/SFP+ active ports and 8x QSFP28/SQFP+ ports	
	3.) Must cut-through switching method	
	4.) Must have the following Layer 2 features: <ul style="list-style-type: none"> • Multi Chassis LAG (MLAG) • IGMP V2/V3, Snooping, Querier 	

	<ul style="list-style-type: none"> • VLAN 802.1Q (4K) • Q-In-Q • 802.1W Rapid Spanning Tree • BPDU Filter, Root Guard • Loop Guard, BPDU Guard • 802.1Q Multiple STP • PVRST+ (Rapid Per VLAN STP+) • 802.3ad Link Aggregation (LAG) & LACP • 32 Ports/Channel - 64 Groups Per System • Port Isolation • LLDP • Store & Forward / Cut-through mode of work • HLL • 10/25/40/50/56/100GbE • Jumbo Frames (9216 BYTES) 	
	<p>5.) Must have the following Layer 3 features:</p> <ul style="list-style-type: none"> • 64 VRFs • IPv4 & IPv6 Routing inc Route maps: • BGP4, OSPFv2 • PIM-SM & PIM-SSM (inc PIM-SM over MLAG) • BFD (BGP, OSPF, static routes) • VRRP • DHCPv4/v6 Relay • Router Port, int VLAN, NULL Interface for Routing • ECMP, 64-way • IGMPv2/v3 Snooping Querier 	
	<p>6.) Must have the following security features:</p> <ul style="list-style-type: none"> • USA Department of Defense certification UC APL • System secure mode FIPS 140-2 compliance • Storm Control • Access Control Lists (ACLs L2-L4 & user defined) • 802.1X - Port Based Network Access Control 	

	<ul style="list-style-type: none"> • SSH server strict mode – NIST 800-181A • CoPP (IP filter) • Port isolation 	
	Must have 5 years warranty, 24x7 with 4-hour response time.	
Item No. 10.5 - ONE (1) - UNIT MANAGEMENT SWITCH (FOR DR)		
	1.) Form factor must be 1U	
	2.) Active ports must have 48x 100/1000 BASE-T RJ-45 ports and 4 x 10G SFP+ uplink ports	
	3.) Must support full line-rate L2 or L3 forwarding and switching	
	4.) Must be pre-loaded with Open Network Install Environment (ONIE) for automated loading of compatible open source and commercial NOS offerings.	
	<p>5.) Must have the following performance features:</p> <p>a. Wire Speed Forwarding: L2 and L3 Switching Capacity: 128 Gbps Forwarding Rate: 131 Mpps MAC Addresses: up to 96K VLAN IDs: 4K Jumbo Frames: Up to 12 KB L3 Entry: IPv4/IPv6 96 k/48 k Unicast, 48 k/24 k Multicast Packet Buffer Size: 4 MB shared buffer pool</p>	
	6.) Must have two load-sharing, redundant hot- swap power supplies.	
	7.) Management ports must have RJ-45 serial console, RJ-45 100/1000BASE-T management port, micro-USB to USB Type A storage port	

	<p>8.) Must comply with the following standards:</p> <ul style="list-style-type: none"> • EMI: <ul style="list-style-type: none"> • CE Mark (EN55022 Class A) • FCC Part 15 Class A • VCCI Class A • BSMI (CNS13438) • Australia RCM • Vietnam MIC • Korea • Brazil • Environmental: <ul style="list-style-type: none"> • Temperature: IEC 68-2-14 • Shock: IEC 68-2-29 • Vibration: IEC 68-2-36, IEC 68-2-6 • Drop: ISTA 2A • RoHS-6 Compliant • Safety: <ul style="list-style-type: none"> • UL (CSA 22.2 No 60950-1 & UL 60950-1) • CB (IEC/EN60950-1) • Mexico NOM • CCC • Argentina S-Mark • BSMI (CNS14336) 	
	<p>9.) Must have 5 years warranty, 24x7 with 4 hour response time</p>	
<p>Item No. 10.6 - TWO (2) UNITS NEXT GEN FIREWALL AND ONE (1) UNIT OF ANALYZER (REPORTING AND LOGGING APPLIANCE)</p>		
	<p>CORE REQUIREMENTS</p>	
	<p>The Firewall and Reporting and Logging appliance must be the same brand of the existing firewall for compatibility and integration, and must have the following specification and features:</p>	
	<p>FIREWALL APPLIANCE</p>	

	1.) ICSA Labs certified: Firewall, IPSecs, IPS, Antivirus, SSL VPN.	
	2.) Unified Threat Protection: Application Control, IPS, Advanced Malware Protection, Web filtering, Antispam	
	3.) SD-WAN (able to detect link quality on packet loss, jitter or latency)	
	4.) Must have the following hardware specifications and interfaces: <ul style="list-style-type: none"> • 1 x USB Port • 1 x Console Port • 2 x GE RJ45 MGMT/HA Ports • 16 x GE RJ45 Ports • 16 x GE SFP Slots • 480 GB onboard SSD Storage • 1 RU Rackmount 	
	5.) Must have the following capacities and performance: <ul style="list-style-type: none"> • Minimum of 32/32/20 Gbps Firewall Throughput (IPv4 and IPv6) • Minimum of 3 GbPS Threat Protection Throughput • Minimum 20 Gbps IPsec VPN Throughput (512 byte) • Minimum of 2.5 Gbps SSL-VPN Throughput • Must support 5,000 concurrent SSL-VPN users (maximum) • Must support High Availability Configurations (active-active, active-passive, clustering) 	
	REPORTING AND LOGGING APPLIANCE	
	6.) Supports Advanced Threat Detection & Correlation to allow Security & Network teams to immediately identify	

	and respond to network security threats across the infrastructure.	
	7.) Supports Automated Workflows & Compliance Reporting which provides customizable dashboards, reports and advanced workflow handlers for both Security & Network teams to accelerate workflows & assist with regulation and compliance audits	
	8.) Supports Scalable Log Management and collects logs from FortiGate Firewall.	
	9.) Includes indicators of Compromise (IOC) service which identifies suspicious usage and artifacts observed on a network or in an operations system.	
	10.) Must have the following hardware specifications and interfaces: <ul style="list-style-type: none"> • 2 x RJ45 GE • 2 x SFP • 8 TB Storage Capacity, RAID 0/1 supported • 1 RU Rackmount 	
	11.) Must have the following capacities and Performance: <ul style="list-style-type: none"> • Supports 150 GB/Day of log • Supports 4,500 Analytic Sustained Rate (logs/sec) • Supports 180 Devices/ VDOMs (maximum) 	
	WARRANTY AND SUPPORT	
	1.) Five (5) years warranty and technical support including all necessary service subscriptions and updates <ul style="list-style-type: none"> • 24x7 support availability by phone and email 	

	<ul style="list-style-type: none">• Provide unlimited access to the online web support portal / UI Support• Provide User Guide and Technical Manual for the Firewall.	
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Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

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

- (f) 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**
- (g) 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**
- (h) 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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) 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**
- (l) 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

- (m) 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.

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

- (n) *[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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

