



Office of the President of the Philippines
GOVERNANCE COMMISSION
FOR GOVERNMENT OWNED OR CONTROLLED CORPORATIONS
3/F, BDO Towers Paseo, 8741 Paseo De Roxas, Makati City, Philippines 1226



PHILIPPINE BIDDING DOCUMENTS

**ONE (1) LOT SUPPLY, DELIVERY, INSTALLATION,
CONFIGURATION, IMPLEMENTATION, COMMISSIONING
AND SUPPORT SERVICES FOR THE EXPANSION OF THE
EXISTING HYPERCONVERGED INFRASTRUCTURE (HCI)
SOLUTION OF THE GCG MAIN OFFICE DATACENTER**

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports,

seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

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.



INVITATION TO BID FOR THE PROCUREMENT OF ONE (1) LOT SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, IMPLEMENTATION, COMMISSIONING, AND SUPPORT SERVICES FOR THE EXPANSION OF THE EXISTING HYPERCONVERGED INFRASTRUCTURE SYSTEM (HCI) SOLUTION OF THE GCG MAIN OFFICE DATACENTER

1. The Governance Commission for GOCCs (GCG), through the General Appropriations Act of 2024 (GAA 2024) intends to apply the sum of Six Million Pesos Only (₱6,000,000.00) being the ABC to payments under the contract for the One (1) Lot Supply, Delivery, Installation, Configuration, Implementation, Commissioning, and Support Services for the Expansion of the Existing Hyperconverged Infrastructure (HCI) Solution of the GCG Main Office Datacenter (P.R. No. 24-0077). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The GCG now invites bids for the above Procurement Project. The delivery of goods/solutions, project implementation, documentation and acceptance must be completed within ninety (90) calendar days from the receipt of the Notice to Proceed. The bidder must have at least five (5) years of continuous existence and engagement in the IT business. 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 GCG and inspect the Bidding Documents at the address given below during the hours of 8:00am to 3:00pm, Mondays to Fridays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on 31 October 2024 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 Ten Thousand Pesos Only (₱10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means provided that the presentation of the same be done before the scheduled bid opening.

6. The GCG will hold a Pre-Bid Conference on 08 November 2024 at 10:00 AM at the GCG Office, 17th Floor, BDO Towers Paseo (formerly Citibank Center), Paseo de Roxas, Makati City and/or through video conferencing or webcasting via Microsoft Teams, which shall be open to prospective bidders. Prospective bidders that intend to participate through video conferencing may confirm their attendance by sending their email address to procurement@gcg.gov.ph to receive the meeting invitation.
7. Bids must be duly received by the BAC Secretariat through manual submission of physical documents at the office address indicated below on or 02 December 2024, 10:00AM. Bids submitted late will 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 02 December 2024, 10:00AM at the given address. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity either physically at the given address below or through video conferencing.
10. The GCG 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. In cases involving a tie among bidders, the procuring entity will bring the concerned service providers/suppliers to agree on a method to break the tie which shall be non-discretionary/non-discriminatory and is similarly based on sheer luck or chance.
12. For further information, please refer to:

Christian Paul N. Pinote
Chief Administrative Officer
Procurement Management Division
Governance Commission for GOCCs
3/F BDO Towers Paseo (formerly Citibank Center)
8741 Paseo de Roxas, Makati City, Philippines 1226
cpnpinote@gcg.gov.ph / procurement@gcg.gov.ph
Tel. No. (632) 5328-2030 / 5318-1000 loc. 432
Fax No. (632) 5328-2030 / 5318-1000 loc. 301
<https://gcg.gov.ph>
13. You may visit the GCG website at <https://gcg.gov.ph> for downloading of Bidding Documents.

31 October 2024


DIR. MICHAEL D. PABALINAS
BAC Vice-Chairman

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, GCG wishes to receive Bids for the procurement of One (1) Lot Supply, Delivery, Installation, Configuration, Implementation, Commissioning, and Support Services for the Expansion of the Existing Hyperconverged Infrastructure (HCI) Solution of the GCG Main Office Datacenter, with identification number P.R. No. 24-0077.

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 FY 2024 in the amount of Six Million Pesos Only (₱6,000,000.00).

2.2. The source of funding is General Appropriations Act FY 2024 (GAA 2024).

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to: citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.
- 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

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 08 November 2024 at 10:00 AM** and at the **GCG Office, 3rd Floor, BDO Towers Paseo (formerly Citibank Center), Paseo de Roxas, Makati City** and/or through video conferencing or webcasting via Microsoft Teams as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within 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 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 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 *[indicate date]*. 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 (1) original and nine (9) copies of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time to the physical address as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

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. 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

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

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	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. completed a similar contract for the supply, delivery, and installation of HCI Solution for the past three (3) years from the date of submission and receipt of bids.
7	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Makati City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> a. The amount of not less than ₱120,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱300,000.00 if bid security is in Surety Bond.
14.2	The PE may request the bidders to extend the validity of their bid securities beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective. A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended. If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by said bidder. (GPPB Circular 06-2019)
15	Each Bidder shall submit one (1) original and nine (9) copies of the first and second components of its bid.
19.4	One Project having several items that shall be awarded as one contract.

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 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

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>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered Makati City. In accordance with INCOTERMS.</p> <p>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered Makati 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 Director Jaypee O. Abesamis.</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>Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <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> <ol style="list-style-type: none"> 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.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.

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.

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.

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

	<p>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>Payments shall be made only upon completion of the project and a certification by the Chairperson or Authorized Representative of the GCG to the effect that the goods delivered is in accordance with this Terms of Reference (TOR) and have been duly accepted. Except with the prior approval of the Chairperson of the GCG, no payment shall be made for supplies and materials not yet delivered under this TOR.</p> <p>Provided further that payment shall be made within twenty (20) working days from the receipt of complete documents, i.e., billing statement / statement of account, and other pertinent documents from the bidder.</p> <p>All payments made to the bidder will be subjected to a five percent (5%) reduction, to serve as retention money. The said amounts shall only be released after the lapse of the warranty period.</p> <p>GCG adopts the Expanded Modified Direct Payment Scheme (ExMDPS) as mode of payment to creditors/payees as per DBM Circular No. 2013-16. In this line, GCG uses Direct Payment Scheme (DPS) via bank debit system through the issuance of a “List of Due and Demandable Accounts Payable – Authority to Debit Account (LDDAP-ADA)” in settlement of payables due to creditors/payees. Per Section 5.9.2 of the said DBM Circular, bank charges shall be borne/paid by the Supplier/Payee concerned if the account is not maintained with Land Bank of the Philippines.</p>

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.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

TERMS OF REFERENCE

ONE (1) LOT SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, IMPLEMENTATION, COMMISSIONING, AND SUPPORT SERVICES FOR THE EXPANSION OF THE EXISTING HYPERCONVERGED INFRASTRUCTURE (HCI) SOLUTION OF THE GCG MAIN OFFICE DATACENTER

1. EXISTING HCI SOLUTION EXPANSION REQUIREMENTS

- 1.1 Must be an appliance-based infrastructure commodity off-the-shelf HCI Solution. The hardware and software must be of the same brand.
- 1.2 Must be fully compatible with the existing GCG HCI Solution of the GCG Main Office Datacenter (Nutanix NX-3460-G7).
- 1.3 Must be a one (1) node server with the following minimum requirements:
 - 1.3.1 at least 2 x processor with 10 cores and 2.7GHz CPU speed;
 - 1.3.2 at least 16 x 32GB RAM;
 - 1.3.3 at least 4 x 8TB HDD;
 - 1.3.4 at least 2 x 7.68TB SSD;
 - 1.3.5 at least 1 x 1GbE RJ45;
 - 1.3.6 at least 2 x 10GbE SFP+ network adapter; and
 - 1.3.7 at least 2 x 5 meters cable SFP+ to SFP+.
- 1.4 Feature Requirements:
 - 1.4.1 Must be an enterprise-class storage, compute, and virtualization services to run nearly any application.
 - 1.4.2 Must combine virtualization, computer, storage area networking and storage in an appliance-based solution.
 - 1.4.3 Must be 100% software defined without being reliant on any hardware acceleration card, or hardware controllers.
 - 1.4.4 Must support at least one (1) enterprise-class hypervisor.
 - 1.4.5 Must have deduplication and compression. It must have the ability to enable/disable these data services to save resources.
 - 1.4.6 Must be able to combine hybrid and all flash models in the same cluster.
- 1.5 Deployment Requirements:
 - 1.5.1 Must be deployed using commodity off-the-shelf servers.
 - 1.5.2 Must be configured and deployed using web-based tools for simplicity and ease of deployment.
 - 1.5.3 Must be fault tolerant, with no single points of failure and performance bottlenecks in its architecture.
 - 1.5.4 Must have the capability for quick remediation of hardware or software problems.
 - 1.5.5 Must distribute data and workloads on at least 3 nodes to avoid overloading remaining nodes in case of node failure.
 - 1.5.6 Must deliver a solution that allows applications to move from one node to another in case of node failure or higher resource requirements. This capability must be either automatic or manually controlled.
 - 1.5.7 Must be able to create local and remote copies of applications for data protection and availability. These copies can be on a similar combined

network, storage, and compute appliance, a backup server, or cloud platform for flexibility of choice. These copies can be created on schedule or manually.

1.6 Scalability and Efficiency Requirements:

1.6.1 Must be upgradable through scale up and scale down options. These upgrade options may be available online and should be non-disruptive.

1.7 Ease of Use Requirements:

1.7.1 Must use a single point of management tool without need of dedicated machines, appliances, or additional software. The management tool should be capable of handling the HCI Solution regardless of solution size or scale.

1.7.2 Must have a single interface in upgrading the network operating system, hypervisor, storage firmware, and other software, allowing ease and simplicity of management.

1.7.3 The quick identification and resolution of issues shall also be the result of the certification training of GCG-ICT personnel on the HCI Solution.

2. BUDGET REQUIREMENTS

2.1 The budget for the procurement One (1) Lot Supply, Delivery, Installation, Configuration, Implementation, Commissioning, and Support Services for the Expansion of the Existing Hyperconverged Infrastructure (HCI) Solution of the GCG Main Office Datacenter is Six Million Pesos Only (₱6,000,000.00).

3. BIDDER REQUIREMENTS

3.1 General Requirements:

3.1.1 The bidder must provide the following documents during the post-qualification:

3.1.1.1 a certification issued by the product manufacturer that they are a certified partner and able to extend direct technical support to the end-user for the product being offered; and

3.1.1.2 copy of company's latest General Information Sheet (GIS).

3.1.2 The bidder must have at least five (5) years of continuous existence and engagement in the IT business.

3.1.3 The bidder must have completed a similar contract for the supply, delivery, and installation of HCI Solution for the past three (3) years from the date of submission and receipt of bids.

3.1.4 The bidder must be a Platinum PhilGEPS registered supplier.

3.1.5 Subcontractors are prohibited.

3.2 Manpower Requirements:

3.2.1 During the post-qualification period, the bidder must provide a list of locally based manpower for the expansion of the existing HCI Solution of the GCG Main Office Datacenter, with each personnel being a regular employee of the supplier for at least three (3) years:

3.2.1.1 one (1) Certified Project Manager for the implementation of the project;

3.2.1.2 one (1) Nutanix Certified Engineer for deployment, integration, and implementation of the proposed HCI expansion; and

3.2.1.3 One (1) Cisco Certified Engineer for network integration.

3.2.2 The bidder must provide a photocopy of valid certifications, resume, and company ID of the identified local manpower during post-qualification.

- 3.3 Prior to submission of bid, the prospective bidder is required to conduct an ocular inspection at the GCG Main Office Datacenter. The purpose of this inspection is to allow the bidder to be familiarized with the conditions and requirements for the feasibility of the project.
 - 3.3.1 The bidder must send an email request to the GCG at procurement@gcg.gov.ph at least a day prior to their proposed schedule of mandatory ocular inspection. The email must contain the company name and the names of bidder representatives (maximum of 2). This is to secure in advance the required gate pass and permit to enter the office building prior to the scheduled date of ocular inspection.
 - 3.3.2 The bidder must obtain a Certificate of Appearance as proof of their attendance at the ocular inspection. The certificate shall be issued by the designated representative of the GCG present during the inspection.
 - 3.3.3 The Certificate of Appearance must be included in the bidder's submission along with the bid documents. Bids submitted without the Certificate of Appearance will be considered as non-compliant.
 - 3.3.4 The GCG reserves the right to verify the accuracy of the information provided in the Certificate of Appearance. Any falsification of attendance will result in disqualification and other appropriate actions.

4 SCOPE OF WORK

The Winning Bidder (hereafter referred to as simply the "bidder") must:

- 4.1 Perform the supply, delivery, installation, configuration, commission, and support services of the proposed one (1) node expansion of the Existing HCI Solution of the GCG Main Office Datacenter.
- 4.2 Perform the integration of the proposed HCI expansion to the existing HCI Solution in the GCG Main Office Datacenter (Nutanix NX-3460-G7).
- 4.3 Provide all necessary applicable licenses and/or subscriptions needed in the configuration and integration of the proposed HCI Solution.
- 4.4 Conduct Project Management using the below framework:
 - 4.4.1 a create a project team for the GCG and the bidder;
 - 4.4.2 formulate project implementation plan;
 - 4.4.3 conduct project kick-off;
 - 4.4.4 implement and coordinate project milestones identified in the project implementation plan;
 - 4.4.5 provide milestone project updates;
 - 4.4.6 conduct hands-on technical training on the supplied solution; and
 - 4.4.7 provide and execute user acceptance and test plans.
- 4.5 Submit detailed project documentation in hard and soft copies:
 - 4.5.1 Project Implementation Plan;
 - 4.5.2 As built drawings;
 - 4.5.3 Technical Reports;
 - 4.5.4 UAT Test Plan;
 - 4.5.5 Service Level Agreement; and
 - 4.5.6 Warranty Agreement.

5 TRAINING REQUIREMENTS

- 5.1 The bidder shall provide in-depth knowledge transfer on product installation, configuration, and deployment of the proposed expansion of the Existing HCI Solution of the GCG Main Office Datacenter to be conducted by a designated product expert.
- 5.2 Training vouchers shall be provided by the bidder to the five (5) ICT personnel of the GCG for their certification training on the proposed HCI Solution.

6 WARRANTY, MAINTENANCE, AND SUPPORT

- 6.1 The bidder must warrant that the Goods supplied are brand-new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the GCG provides otherwise.
- 6.2 The bidder must further warrant that all Goods supplied shall have no defect, arising from design, materials, or workmanship or from any act or omission of the bidder that may develop under normal use of the supplied Goods.
- 6.3 To ensure that manufacturing defects shall be corrected by the bidder, warranty, support services, and required subscriptions for all equipment and solutions shall be required from the bidder for a minimum period of three (3) years.
- 6.4 The GCG shall promptly notify the bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the GCG.
- 6.5 If the bidder, having been notified, fails to remedy the defect(s) within the period specified, the GCG may proceed to take such remedial action as may be necessary, at the bidder's risk and expense and without prejudice to any other rights which the GCG may have against the bidder under the Contract and under the applicable laws.
- 6.6 In the event of any equipment failure, the winning bidder shall repair or automatically replace the defective products with the same product item at no additional cost/charge to GCG.
- 6.7 A functional and workable service unit that is equivalent or higher in specification should be provided in case hardware replacement would take more than twenty-four (24) hours or if repair requires the pull out of equipment from GCG premises.
- 6.8 The bidder must provide a signed after sales service support certification that the bidder will be supported by their principal in terms of parts and services.
- 6.9 The bidder must provide full-time support and managed services during the warranty period as specified:
 - 6.9.1 single point of contact for all hardware and software components;
 - 6.9.2 twenty-four hours by seven days (24x7) service desk support via telephone, email, or online chat portal;
 - 6.9.3 at least one (1) hour response time upon escalation of issue escalation and four (4) hours for onsite support, if necessary;
 - 6.9.4 if the problem was not resolved by the service desk support, the bidder must provide an onsite technical support;
 - 6.9.5 procedures on support and issue escalation; and
 - 6.9.6 service report every after the onsite support.

7 TERMS OF PAYMENT

- 7.1 Payments shall be made only upon completion of the project and a certification by the Chairperson or Authorized Representative of the GCG to the effect that the goods delivered is in accordance with this Terms of Reference (TOR) and have been duly accepted. Except with the prior approval of the Chairperson of the GCG, no payment shall be made for supplies and materials not yet delivered under this TOR.
- 7.2 Provided further that payment shall be made within twenty (20) working days from the receipt of complete documents, i.e., billing statement / statement of account, and other pertinent documents from the bidder.
- 7.3 All payments made to the bidder will be subjected to a five percent (5%) reduction, to serve as retention money. The said amounts shall only be released after the lapse of the warranty period.

8 CONFIDENTIALITY

- 8.1 Information or rights acquired and obtained from the GCG, including but not limited to any and all obligations prior to the termination or expiration hereof and provisions on confidentiality and proprietary rights, will remain in effect after termination of the services rendered to the GCG. Hence, the undertaking of the bidder not to disclose and to keep information confidential shall subsist even after the expiration or termination of its obligation to the GCG nor can the bidder, at any time, disclose items mentioned or enumerated in Section 8.2 or any information it acquires by virtue of the contract which the GCG deems confidential.
- 8.2 Records, documents, reports and relevant data, such as diagrams, plans, designs, estimates, specifications and other supporting records of materials complied and prepared in the courses of the performance of the services shall be absolute properties of GCG and shall not be used by the bidder for purposes not related to this agreement without prior written approval of GCG. Copies of such documents as required in this TOR shall be turned over to GCG upon completion of the project except that the bidder shall have the right to retain a copy of the same.

9 DELIVERY AND IMPLEMENTATION SCHEDULE

- 9.1 The delivery of goods/solutions, project implementation, documentation and acceptance must be completed within ninety (90) calendar days from the receipt of the Notice to Proceed.
- 9.2 The bidder shall be subjected to the evaluation by the end-user after the implementation of the project.

Statement of Conformity with 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>

ONE (1) LOT SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, IMPLEMENTATION, COMMISSIONING, AND SUPPORT SERVICES FOR THE EXPANSION OF THE EXISTING HYPERCONVERGED INFRASTRUCTURE (HCI) SOLUTION OF THE GCG MAIN OFFICE DATACENTER

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
1. EXISTING HCI SOLUTION EXPANSION REQUIREMENTS		
1.1	Must be an appliance-based infrastructure commodity off-the-shelf HCI Solution. The hardware and software must be of the same brand.	
1.2	Must be fully compatible with the existing GCG HCI Solution of the GCG Main Office Datacenter (Nutanix NX-3460-G7).	
1.3	Must be a one (1) node server with the following minimum requirements:	
	1.3.1 at least 2 x processor with 10 cores and 2.7GHz CPU speed;	
	1.3.2 at least 16 x 32GB RAM;	
	1.3.3 at least 4 x 8TB HDD;	
	1.3.4 at least 2 x 7.68TB SSD;	
	1.3.5 at least 1 x 1GbE RJ45;	
	1.3.6 at least 2 x 10GbE SFP+ network adapter; and	
	1.3.7 at least 2 x 5 meters cable SFP+ to SFP+.	
1.4	Feature Requirements:	
	1.4.1 Must be an enterprise-class storage, compute, and virtualization services to run nearly any application.	
	1.4.2 Must combine virtualization, computer, storage area networking and storage in an appliance-based solution.	
	1.4.3 Must be 100% software defined without being reliant on any hardware acceleration card, or hardware controllers.	
	1.4.4 Must support at least one (1) enterprise-class hypervisor.	
	1.4.5 Must have deduplication and compression. It must have the ability to enable/disable these data services to save resources.	
	1.4.6 Must be able to combine hybrid and all flash models in the same cluster.	

1.5	Deployment Requirements:	
	1.5.1 Must be deployed using commodity off-the-shelf servers.	
	1.5.2 Must be configured and deployed using web-based tools for simplicity and ease of deployment.	
	1.5.3 Must be fault tolerant, with no single points of failure and performance bottlenecks in its architecture.	
	1.5.4 Must have the capability for quick remediation of hardware or software problems.	
	1.5.5 Must distribute data and workloads on at least 3 nodes to avoid overloading remaining nodes in case of node failure.	
	1.5.6 Must deliver a solution that allows applications to move from one node to another in case of node failure or higher resource requirements. This capability must be either automatic or manually controlled.	
	1.5.7 Must be able to create local and remote copies of applications for data protection and availability. These copies can be on a similar combined network, storage, and compute appliance, a backup server, or cloud platform for flexibility of choice. These copies can be created on schedule or manually.	
1.6	Scalability and Efficiency Requirements:	
	1.6.1 Must be upgradable through scale up and scale down options. These upgrade options may be available online and should be non-disruptive.	
1.7	Ease of Use Requirements:	
	1.7.1 Must use a single point of management tool without need of dedicated machines, appliances, or additional software. The management tool should be capable of handling the HCI Solution regardless of solution size or scale.	
	1.7.2 Must have a single interface in upgrading the network operating system, hypervisor, storage firmware, and other software, allowing ease and simplicity of management.	
	1.7.3 The quick identification and resolution of issues shall also be the result of the certification training of GCG-ICT personnel on the HCI Solution.	
2. BUDGET REQUIREMENTS		
2.1	The budget for the procurement One (1) Lot Supply, Delivery, Installation, Configuration, Implementation, Commissioning, and Support Services for the Expansion of the Existing Hyperconverged Infrastructure (HCI) Solution of the GCG	

	Main Office Datacenter is Six Million Pesos Only (P6,000,000.00).	
3. BIDDER REQUIREMENTS		
3.1	General Requirements:	
	3.1.1 The bidder must provide the following documents during the post-qualification:	
	3.1.1.1 a certification issued by the product manufacturer that they are a certified partner and able to extend direct technical support to the end-user for the product being offered; and	
	3.1.1.2 copy of company's latest General Information Sheet (GIS).	
	3.1.2 The bidder must have at least five (5) years of continuous existence and engagement in the IT business.	
	3.1.3 The bidder must have completed a similar contract for the supply, delivery, and installation of HCI Solution for the past three (3) years from the date of submission and receipt of bids.	
	3.1.4 The bidder must be a Platinum PhilGEPS registered supplier.	
	3.1.5 Subcontractors are prohibited.	
3.2	Manpower Requirements:	
	3.2.1 During the post-qualification period, the bidder must provide a list of locally based manpower for the expansion of the existing HCI Solution of the GCG Main Office Datacenter, with each personnel being a regular employee of the supplier for at least three (3) years:	
	3.2.1.1 one (1) Certified Project Manager for the implementation of the project;	
	3.2.1.2 one (1) Nutanix Certified Engineer for deployment, integration, and implementation of the proposed HCI expansion; and	
	3.2.1.3 One (1) Cisco Certified Engineer for network integration.	
	3.2.2 The bidder must provide during a photocopy of valid certifications, resume, and company ID of the identified local manpower during post-qualification.	
3.3	Prior to submission of bid, the prospective bidder is required to conduct an ocular inspection at the GCG Main Office Datacenter. The purpose of this inspection is to allow the bidder to be familiarized with the conditions and requirements for the feasibility of the project.	

	3.3.1 The bidder must send an email request to the GCG at procurement@gcg.gov.ph at least a day prior to their proposed schedule of mandatory ocular inspection. The email must contain the company name and the names of bidder representatives (maximum of 2). This is to secure in advance the required gate pass and permit to enter the office building prior to the scheduled date of ocular inspection.	
	3.3.2 The bidder must obtain a Certificate of Appearance as proof of their attendance at the ocular inspection. The certificate shall be issued by the designated representative of the GCG present during the inspection.	
	3.3.3 The Certificate of Appearance must be included in the bidder's submission along with the bid documents. Bids submitted without the Certificate of Appearance will be considered as non-compliant.	
	3.3.4 The GCG reserves the right to verify the accuracy of the information provided in the Certificate of Appearance. Any falsification of attendance will result in disqualification and other appropriate actions.	
4. SCOPE OF WORK		
The Winning Bidder (hereafter referred to as simply the "bidder") must:		
4.1	Perform the supply, delivery, installation, configuration, commission, and support services of the proposed one (1) node expansion of the Existing HCI Solution of the GCG Main Office Datacenter.	
4.2	Perform the integration of the proposed HCI expansion to the existing HCI Solution in the GCG Main Office Datacenter (Nutanix NX-3460-G7).	
4.3	Provide all necessary applicable licenses and/or subscriptions needed in the configuration and integration of the proposed HCI Solution.	
4.4	Conduct Project Management using the below framework:	
	4.4.1 a create a project team for the GCG and the bidder; 4.4.2 formulate project implementation plan; 4.4.3 conduct project kick-off; 4.4.4 implement and coordinate project milestones identified in the project implementation plan; 4.4.5 provide milestone project updates; 4.4.6 conduct hands-on technical training on the supplied solution; and 4.4.7 provide and execute user acceptance and test plans.	

4.5	Submit detailed project documentation in hard and soft copies:	
	4.5.1 Project Implementation Plan; 4.5.2 As built drawings; 4.5.3 Technical Reports; 4.5.4 UAT Test Plan; 4.5.5 Service Level Agreement; and 4.5.6 Warranty Agreement.	
5. TRAINING REQUIREMENTS		
5.1	The bidder shall provide in-depth knowledge transfer on product installation, configuration, and deployment of the proposed expansion of the Existing HCI Solution of the GCG Main Office Datacenter to be conducted by a designated product expert.	
5.2	Training vouchers shall be provided by the bidder to the five (5) ICT personnel of the GCG for their certification training on the proposed HCI Solution.	
6. WARRANTY, MAINTENANCE, AND SUPPORT		
6.1	The bidder must warrant that the Goods supplied are brand-new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the GCG provides otherwise.	
6.2	The bidder must further warrant that all Goods supplied shall have no defect, arising from design, materials, or workmanship or from any act or omission of the bidder that may develop under normal use of the supplied Goods.	
6.3	To ensure that manufacturing defects shall be corrected by the bidder, warranty, support services, and required subscriptions for all equipment and solutions shall be required from the bidder for a minimum period of three (3) years.	
6.4	The GCG shall promptly notify the bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the GCG.	
6.5	If the bidder, having been notified, fails to remedy the defect(s) within the period specified, the GCG may proceed to take such remedial action as may be necessary, at the bidder's risk and expense and without prejudice to any other rights which the GCG may have against the bidder under the Contract and under the applicable laws.	
6.6	In the event of any equipment failure, the winning bidder shall repair or automatically replace the defective products with the same product item at no additional cost/charge to GCG.	

6.7	A functional and workable service unit that is equivalent or higher in specification should be provided in case hardware replacement would take more than twenty-four (24) hours or if repair requires the pull out of equipment from GCG premises.	
6.8	The bidder must provide a signed after sales service support certification that the bidder will be supported by their principal in terms of parts and services.	
6.9	The bidder must provide full-time support and managed services during the warranty period as specified:	
	6.9.1 single point of contact for all hardware and software components;	
	6.9.2 twenty-four hours by seven days (24x7) service desk support via telephone, email, or online chat portal;	
	6.9.3 at least one (1) hour response time upon escalation of issue escalation and four (4) hours for onsite support, if necessary;	
	6.9.4 if the problem was not resolved by the service desk support, the bidder must provide an onsite technical support;	
	6.9.5 procedures on support and issue escalation; and	
	6.9.6 service report every after the onsite support.	
7. TERMS OF PAYMENT		
7.1	Payments shall be made only upon completion of the project and a certification by the Chairperson or Authorized Representative of the GCG to the effect that the goods delivered is in accordance with this Terms of Reference (TOR) and have been duly accepted. Except with the prior approval of the Chairperson of the GCG, no payment shall be made for supplies and materials not yet delivered under this TOR.	
7.2	Provided further that payment shall be made within twenty (20) working days from the receipt of complete documents, i.e., billing statement / statement of account, and other pertinent documents from the bidder.	
7.3	All payments made to the bidder will be subjected to a five percent (5%) reduction, to serve as retention money. The said amounts shall only be released after the lapse of the warranty period.	
8. CONFIDENTIALITY		
8.1	Information or rights acquired and obtained from the GCG, including but not limited to any and all obligations prior to the termination or expiration hereof and provisions on confidentiality and proprietary rights, will remain in effect after termination of the services rendered to the GCG. Hence, the undertaking of the bidder not to disclose and to keep information confidential shall subsist even after the expiration	

	or termination of its obligation to the GCG nor can the bidder, at any time, disclose items mentioned or enumerated in Section 8.2 or any information it acquires by virtue of the contract which the GCG deems confidential.	
8.2	Records, documents, reports and relevant data, such as diagrams, plans, designs, estimates, specifications and other supporting records of materials compiled and prepared in the courses of the performance of the services shall be absolute properties of GCG and shall not be used by the bidder for purposes not related to this agreement without prior written approval of GCG. Copies of such documents as required in this TOR shall be turned over to GCG upon completion of the project except that the bidder shall have the right to retain a copy of the same.	
9. DELIVERY AND IMPLEMENTATION SCHEDULE		
9.1	The delivery of goods/solutions, project implementation, documentation and acceptance must be completed within ninety (90) calendar days from the receipt of the Notice to Proceed.	
9.2	The bidder shall be subjected to the evaluation by the end-user after the implementation of the project.	

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	
<i>Class "A" Documents</i>	
<u><i>Legal Documents</i></u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u><i>Technical Documents</i></u>	
<input type="checkbox"/>	(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
<input type="checkbox"/>	(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
<input type="checkbox"/>	(d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and
<input type="checkbox"/>	(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
<input type="checkbox"/>	(f) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
<u><i>Financial Documents</i></u>	
<input type="checkbox"/>	(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
<i>Class "B" Documents</i>	
<input type="checkbox"/>	(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

(k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

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

Bid Securing Declaration Form
[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

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

I/We, 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 procurement 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 No. 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; and
 - 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]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to me before me this _____, in _____, Philippines, with affiant exhibiting me his/her _____ issued on _____ at _____.

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Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing 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.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to me before me this _____, in _____, Philippines, with affiant exhibiting me his/her _____ issued on _____ at _____.

NOTARY PUBLIC

Doc No. _____

Page No. _____

Book No. _____

Series of _____

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ 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 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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

