REPUBLIC OF THE PHILIPPINES
**DEPARTMENT OF FINANCE**
**BUREAU OF CUSTOMS**

*A modernized and credible customs administration that upholds good governance and is among the world's best*

# BIDDING DOCUMENTS FOR THE SUPPLY, DELIVERY, CONFIGURATION, AND COMMISSIONING OF BOC MULTIPURPOSE PRIVATE CLOUD INFRASTRUCTURE AND STORAGE (X-RAY AND PSQA)

**Project ID No.: BOC-GOODS-2023-21**
**November 2023**

# TABLE OF CONTENTS

# 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

### SECTION I. INVITATION TO BID

**"Supply, Delivery, Configuration, and Commissioning of BOC Multipurpose Private Cloud Infrastructure and Storage (Xray and PSQA)"**

1. The Bureau of Customs (BOC) through the authorized appropriations under the CY 2023 General Appropriation Act (GAA) intends to apply the sum Sixty Million Pesos (PhP60,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the "Supply, Delivery, Configuration and Commissioning of BOC Multipurpose Private Cloud Infrastructure and Storage (Xray and PSQA)". Any Bids received in excess of the ABC shall be automatically rejected at the bid opening.

2. The Bureau of Customs now invites bids for the above Procurement Project. All bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

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

4. Prospective bidders may obtain further information from the BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.

5. A complete set of Bidding Documents may be acquired by interested Bidders on December 06, 2023 from the given address and website 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 Pesos (P50,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.

6. The BOC will hold a Pre-Bid Conference on December 13, 2023, 11:15 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams*,* which shall be open to prospective bidders. The Letter of Intent shall be sent through email, thereafter, confirmation link shall be sent via Microsoft Teams.

7. All bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before December 26, 2023, 10:30 a.m. Any 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. The bid opening shall be conducted on December 26, 2023, 11:15 a.m. at the given address below submitted bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The BOC 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

    BOC-BAC Secretariat
    General Services Division
    OCOM Bldg., South Harbor, Gate 3, Port Area, Manila
    Telefax No. 526-6571
    Email address: **bacsecretariat@customs.gov.ph**

12. You may visit the following websites:

    For downloading of Bidding Documents: **https://customs.gov.ph/bid-opportunities/**

Date issued: December 06, 2023

**MICHAEL C. FERMIN**
*Chairperson, BOC-BAC*

# *Section II. Instructions to Bidders*

**TABLE OF CONTENTS**

## 1. Scope of Bid

The Procuring Entity, Bureau of Customs-Bids and Awards Committee (BOC-BAC) wishes to receive Bids for the "Supply, Delivery, Configuration and Commissioning of BOC Multipurpose Private Cloud Infrastructure and Storage (Xray and PSQA)" with identification number BOC-GOODS-2023-21.

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 Government of the Philippine (GOP) through the source of funding as indicated below for FY 2023 General Appropriation Act (GAA) in the amount of Sixty Million Pesos (Php60,000,000.00).

2.2. The source of funding is:

a. 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 **ITB** by the BAC through the issuance of a supplemental or bid bulletin.

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

    a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

    b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

    c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]

        i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and

        ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

a.   Subcontracting is not allowed.

7.2.   Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract.  The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 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 **ITB.**

## 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 **ITB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2.   The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years as provided in paragraph 2 of the **ITB** 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 **ITB** 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:

a. Philippine Pesos.

## 14. Bid Security

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

14.2. The Bid and bid security shall be valid until April 24, 2024. 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 **ITB.**

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[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.

## 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 **ITB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## 18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## 19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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 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, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}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**. The LCB shall likewise submit the required documents for final Post Qualification.}

## 21. Signing of the Contract

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

# Section III. Bid Data Sheet

| ITB Clause | |
|---|---|
| 1 | The Procuring Entity is the Bureau of Customs.<br><br>The name of the Contract is "Supply, Delivery, Configuration and Commissioning of BOC Multipurpose Private Cloud Infrastructure and Storage (Xray and PSQA)."<br><br>The identification number of the Contract is BOC-GOODS-2023-21. |
| 2 | The Funding Source is:<br><br>The Government of the Philippines (GOP) through the authorized appropriations under the CY 2023 General Appropriations Act in the amount of Sixty Million Pesos (Php60,000,000.00). |
| 3 | No further instruction. |
| 5 | Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1. |
| 5.2 | Foreign bidders are not allowed. |
| 5.3 | The bidder must have completed, five (5) years prior to December 26, 2023 single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid.<br><br>Bidders must include in their Bid a photocopy of Single Largest Completed Contract, Notice of Award (NOA), Notice to Proceed (NTP), Technical Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent in the Private Sector.<br><br>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or a failure against the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.<br><br>For this purpose, similar contract shall refer to **"Supply, Delivery, Installation, Testing, and Commissioning of On-premise Cloud Infrastructure"** |
| 5.4 | Joint Venture is not allowed. |
| 7.1 (a) | Subcontracting is not allowed. |
| 8 | The BOC will hold a Pre-Bid Conference on December 13, 2023, 11:15 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders. |

| | |
|---|---|
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:<br><br>1. The amount of not less than **₱1,400,000.00**, or 2% if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;<br><br>2. The amount of not less than **₱3,500,000.00,** or 5% if bid security is in Surety Bond. |
| 15 | Each Bidder shall submit **one (1) original and two (2) copies** of the first and second components of its bid with proper tabs.<br><br>All documents within the Bid (**both Original and 2 copies**), along with any accompanying attachments like brochures etc., **must be originally certified as true copies by the authorized representative**. |
| 19.3 | Partial bids are not allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award. |
| 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 the following documents:<br><br>1. Must provide valid proof that they have been certified by National Privacy Commission to have complied with the registration requirements for Data Privacy Act of 2012.<br>2. Certificate of Performance Evaluation: Certificate or any document showing project completion with at least a satisfactory rating.<br>3. Required Licenses or Certification: Business registration or equivalent document on the previous project.<br>4. Latest Income Tax Return and business Tax Return with proof of payment *(filed and paid through BIR Electronic Filing and Payment System (eFS).*<br>5. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months;<br>6. Latest Audited Financial Statement; and<br>7. Updated Mayor's Permit, Tax Clearance and DTI or SEC Registration. |
| 21.1 | No further instruction |

# *Section IV. General Conditions of Contract*

## TABLE OF CONTENTS

# 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

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

| GCC Clause | |
|---|---|
| 1 | **Delivery and Documents –**<br><br>The Goods shall only be delivered by the supplier as indicated in Section VI. Schedule of Requirements. Moreover, the delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier. |
| 2.2 | Payment shall be made after formal acceptance of deliverables, and<br><br>10% shall be retained until completion of contract. |
| 3 | No further instructions. |
| 4 | Inspections and Tests<br><br>Complete Goods shall be inspected and/or tested by the End User based in Section VII. Technical Specifications. |
| 5.1 | Warranty based on the Technical Specification. |
| 5.2 | No further instructions. |
| 6 | No additional provision. |

# *Section VI. Schedule of Requirements*

| Item | Description | Delivery Date |
|:---:|:---|:---:|
| 1 | • Supply and Delivery of On-premise Cloud Infrastructure<br>• Installation, Configuration and Testing of On-premise Cloud Infrastructure<br>• Knowledge Transfer<br>• Provision of Local Technical Support Services for two (2) years | Delivery within ninety (90) calendar days upon after receipt of Notice to Proceed to be delivered in Customs ICT Center, Gate 3, South Harbor, Port Area, Manila |

**I hereby commit to comply and deliver the above requirements.**

_____
Name of Company (in print)

_____
Signature of Company Authorized Representative

_____
Name & Designation (in print)

_____
Date

# Section VII. Technical Specifications

**STATEMENT OF COMPLIANCE
TO TECHNICAL SPECIFICATIONS**

## A. INSTRUCTION:

The bidder must state in the last column opposite each parameter and required specifications either "Comply" or "Not Comply". All pages shall be properly signed. 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 Bidders 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 provisions of ITB Clause above goods manufactured by us.

| Item | Specifications | Statement of Compliance |
|------|----------------|-------------------------|
| | **1. <u>Supply and Delivery of On-premise Cloud Infrastructure</u>**<br><br>• Hardware And Performance Requirements<br><br>▪ Hardware Specifications:<br><br>- Must provision at least 4 nodes with 32 cores each<br>- Must provide at least 192 CPU Cores<br>- Must have at least 5.6 TB vRAM<br>- Each node must support up to 2 latest Intel Xeon Scalable Processors offering from 8 to 56 cores per node.<br>- Each node must allow inbox upgrade from 1 to 2 processors.<br>- Each node must allow inbox upgrade of RAM up to 1536GB per processor and must scale to 3TB per Node.<br>- Must be configured to have at least sixty three (63) TB total effective capacity<br>- Each node must have embedded 4 x 1GbE ethernet ports & support 4 x 10/25GbE SFP+ ethernet ports with option to select Fiber optic, Copper DAC or RJ45 connectivity.<br>- Each node must have embedded 1 x out-of-band management to simplify remote management.<br>- Each node must have 1 or more 12G RAID controllers to manage drives within the node. In case vendor | |

doesn't support Raid controller then resiliency must be built using below guidelines given in the RFP.

- Each node must have at least 3 PCI slots available and must also support at least 1 x GPU adapter.
- Must be compatible with the existing High-Performance Servers of the Bureau.

- Data Efficiency
  - Proposed On-premise Cloud Infrastructure must be capable of de-duplication, compression & optimization of all data inline, in real-time, across all storage tiers for write operation from the Virtual Machines (VMs).
  - Data efficiency must be handled at data granularity of 4KB or 8KB data blocks.
  - De-duplication and compression must be completely inline for entire which means that it must happen before write request from VM hits the actual data disk or cache disk offered in each node.
  - Failure of any given disk in the On-premise Cloud Infrastructure node must not disable the de-duplication and compression for a given node either temporarily or permanently.
  - De-duplication and compression must use the unified data block size for entire set of VM data for data efficiency and must not use more than 8KB in size.
  - De-duplication and compression must always be enabled irrespective of the nature of data without any performance impact.
  - De-duplication and compression must happen inline irrespective of IO type like Sequential or random IO operations.

- Hypervisor
  - On-premise Cloud Infrastructure must be a Hyper-converged solution and must support leading hypervisor of the industry.
  - Must be used on general purpose and must not be a proprietary one. Hypervisor must be ported on both HCI as well non-HCI environment by using appropriate licenses.
  - Must be placed on disks that are not part of the primary data storage.

- Expansion
  - Must be able to allow in-box upgrade of CPU, RAM and storage capacity as well as scale-out expansion.
  - Must be able to start small with minimum 2 nodes, for high availability, and scale-out when required.
  - Must support addition of compute only/access nodes (without data storage) to provide additional compute

resources and must support servers from all OEM brands as CN (Compute nodes)
- Must be able to manage at-least 96 nodes into a single federation. Vendor must offer upfront a management software to manage all 96 nodes from a single console."

- Resiliency
  - Must be able to support multiple points of failure across multiple nodes, with no loss of function or data.
  - Must be a combination of both Hardware based for disk failure at each node level and node failure must be protected with at-least RF2 (Replication Factor 2).
  - Each node must have dedicated non-shared dual-PSU's and must be able to sustain single power supply failure.
  - Solution must not utilize micro-server architecture with shared PSU's and other components.
  - Must be able to compulsorily sustain minimum of simultaneous 1-HDDs failures in each node of a cluster and across all nodes in the cluster without data loss.
  - Must be able to sustain 1 NIC port failure.

- Software And Functionality Requirements

  - General Specifications:
    - Must have a guaranteed data efficiency rating of 10:1 when managing local Virtual Machine (VM) data and backups, or the HCI Original Equipment Manufacturer (OEM) must provide in writing the Data Efficiency being committed.
    - Must support individual VM-centric policy-based backup, recovery and DR. All necessary software like backup software, if required, must be supplied.
    - Must support WAN-optimized data protection for VM mobility. Only and only unique information must flow across WAN after enabling deduplication and compression.
    - Must provide all required accessories for enablement of deduplication and compression over WAN
    - WAN Optimization features must be inbuilt in the proposed solution.
    - Data must not be re-hydrated before being transferred to target datacenter.
    - Must have in-built support for container storage interface (CSI) and must be qualified to work with Container platforms based upon open-source Kubernetes.
  - Global Unified Management

| | | - Must support VM-centric management through a single pane of glass through the virtualization dashboard and manager of given proposed hypervisor.<br>- Virtualization Manager of given Hypervisor must be able to manage single or multiple clusters through single management console of hypervisor.<br>- Must have the ability to manage all aspects of the Hyper-convergence for all sites through Virtualization Manager of a given Hyper-Converge.<br>- Must be able to expose / connect to existing customer servers for hosting VMs and applications while taking advantage of the functionality of the solution.<br>- Must be able to globally manage Backup Policies per Datastore or per VM and must be able to control all of them directly through virtualization manager of given hypervisor.<br>- Must have single upgrade management console to simplify upgrade of Hyper-converge Software, hypervisor and ability to roll back upgrades.<br><br>• Cloud Enabled - Monitoring, Artificial intelligence & Hypervisor Integration<br>Cloud enabled monitoring and analytics engine integration with Hypervisor:<br>- Must be tightly integrated with offered Hypervisor layer and must be certified to work with at-least VMware.<br>- Must be able to provide end to end monitoring of multiple Datacenter, Multiple HCI clusters, Data-store, Hypervisor Host and VMs running within the datacenter.<br>- Any license required to monitor multiple clusters from a single console must be provided either on-premise or on the cloud.<br>- Cloud monitoring and integration tool must have in-built mechanism with back-end support team for automatic support case logging of defined error conditions.<br>- Cloud monitoring and integration tool must have capability to identify the top VMs which are contributing towards maximum IOs and space consumption.<br>- Cloud monitoring and integration tool must show support contract status at each Virtual controller / node level.<br>- Cloud monitoring and integration tool must show capacity consumption trend for both past and future usage for effective capacity planning.<br>- Cloud monitoring and integration tool must be tightly integrated with local and remote data backups and must showcase from a single console about the local and remote backups for each and every VM. | |

- Cloud monitoring and integration tool must show the overall capacity efficiency ratio and clearly highlight de-duplication and compression ratios separately.
- In case winning bidder doesn't support the above offered functionality in the cloud then same functionality must be offered at on-premise with the enterprise version of vendor management software with unlimited licenses for managing multiple clusters and enterprise backup functionalities.
- Backup & Data Protection
  - Backup & data protection functionality must be an integral feature of Hyper-Converge instead of a separate server / software license.
  - Backup must be an independent copy of source Virtual Server and must allow restore of deleted or corrupted source Virtual Server.
  - Backup independent copy must not use and be depended on the provided hypervisor snapshot technology.
  - Integral backup must have ability to define backup policy per datastore, a group of VMs or specific VM.
  - Integral backup must have ability to execute backup task at a specified interval like specific day of the week or day of the month.
  - Integral backup must have flexibility to retain the critical or flagged backup for extended period in months and years. It must support backup data retention at-least for 10 years without using any additional software.
  - Integral backup must have ability to execute backup tasks during office hours without impacting to production workloads.
  - Hyper-converge cluster must be truly scalable and must support natively up to 2 million backup copies on daily basis.
  - The proposed solution must be able to provide backup reports for audit purpose.
  - Hyper-converge solution must have a guaranteed local cluster backup time of >= 5 minute.
  - Integral backup must provide the dashboard for failed backups.
  - Hyper-converge solution must provide the complete flexibility for VM-level backup instead of forcing protection at the datastore or protection domain level.
  - Integrated backup solution must have flexibility to change the backup expiration policy to never for a given backup file for higher retention.
  - Integrated backup solution must be able to backup Container's persistent volumes.

- In case vendor doesn't have integrated backup software into their HCI offering then solution must be provided with external backup software while adhering to above functionalities. Vendor must provide enterprise version of backup software for entire asked capacity in the RFP along with required hardware resources.
- Hyper-converge solution must provide the complete flexibility for Cloning specific VMs

- Backup & Data Protection Infrastructure
  - Vendor must provide the required backup solution (Either in-built) or additional for above backup requirements.
  - Vendor must ensure that backup engine must be running on each HCI node.
  - If vendor need to create a separate VM for backup and recovery operations, Vendor must ensure that VM must be created on each HCI node in HA. Each VM must be allocated at-least 128GB memory, 8 physical cores and 2 x 10/25Gbps ethernet ports additionally. Vendor must do their sizing accordingly.
  - Vendor must also be able to integrate disk-based backup appliance within the given cluster natively while maintaining the de-duplication and compression. Vendor must provide the documentary proof for it.
  - Vendor must be able to use disk-based appliance for both local backup as well as backup over WAN without any additional gateway.
  - In case vendor can't do a native integration of disk-based backup appliance, vendor must provide additional 100TB Front-end capacity license along with ISV software.
- Restoration (Data Recovery)
  - Data recovery must be independent of source Virtual Server
  - It must be possible to search the backup job using various parameters for given virtual machine using expiration time, Cluster name, timestamp of backup etc.
  - Must provide the capability to check the unique size of backup before starting the restore operation.
  - Must allow restoration of Virtual machine by replacing the existing source virtual machine, creation of new virtual machine or restoring to a different datacenter within hypervisor.
  - Must be able to copy the backup file along with metadata to different cluster as a native feature of backup and restore software.

| | | <ul><li>Must provide a backup catalog to allow any Virtual machine to be recovered to any specific point-in-time.</li><li>Data recovery process must be simple with an RTO in minutes for a given cluster.</li></ul><ul><li>Data Replication</li></ul><ul><li>Must support the ability to carry simultaneous out bi-directional replication between two data centers.</li><li>Must have the ability to replicate Any-to-Any in a Mesh Data Center (DC) deployment of more than 3 DC's.</li><li>Replication across locations must be in low bandwidth mode and use both de-duplication and compression technologies while replicating the data.</li><li>Winning Bidder must provide WAN optimization device in highly redundant mode in case any of technology, de-duplication and compression is not supported for replication.</li><li>Hyper converge must also be supported to deploy as a stretched cluster with Zero RTO and RPO. Offered Hyper converge must support stretched cluster deployment in a near site metro DC deployment out of the box.</li><li>Must capability to throttle the replication bandwidth.</li><li>Required license/s for multiple DC replication must be provided as necessary</li></ul><ul><li>Security</li></ul><ul><li>The proposed solution must be able to provide Data-At Rest-Encryption for additional data security.</li><li>The proposed solution must be offered with Local key management solution and must be certified to work with external key management solutions.</li><li>The proposed solution must have capability to enable the key management from a single console for both local and external key management solution.</li><li>The proposed encryption solution must be at-least FIPS 140-2 Level 1 validated enterprise-class encryption solution.</li></ul><ul><li>Disaster Recovery (Failover and failback)</li></ul><ul><li>Must provide failover and failback with the approach of one button disaster recovery.</li><li>There must be no manual process at DR location after executing the one button failover or failback command.</li><li>Must help to create a DR plan file so that authorized users can execute it in case of disaster.</li><li>Solution DR plan file must be encrypted, and password protected so that only authorized user can execute the DR plan.</li></ul> | |

- Must allow creation of a Runbook for automating the recovery of Virtual machines in a specified sequence at DR location for data consistency.
- Must allow powering on the required VMs at DR location without any manual intervention.
- Must allow changing of IP address of recovered Virtual Servers to match target datacenter.
- Must allow the option to test DR failover to separate network with no impact to production workloads.
- In case of problem while failing over the VM to DR location, solution must re-try the VM to failover before automatically moving to next VM without any manual intervention.
- Must have feature to assist in failback process to Primary datacenter.

• System security and Remote Support
- For firmware security, Hyperconverged system must support remote management chip creating a fingerprint in the silicon, preventing system from booting up unless the firmware matches the fingerprint. This feature must be immutable.
- Must maintain repository for firmware and drivers' recipes in the flash drive associated to management port. This is to aid rollback or patching of compromised firmware. Must also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware.
- Hyperconverged System remote management must support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive.
- Hyperconverged system must support agentless management using the out-of-band remote management port.
- Hyperconverged system must support remote console sharing up to 6 users simultaneously during pre-OS and OS runtime operation.

• Support
- Manufacturer or Winning Bidder of the proposed solution must have an established worldwide support organization that can provide local and remote support up to 24x7 availability for two (2) years
- Established worldwide support which can provide L3 support for hyperconverged product that can provide resolution support from hypervisor to hardware.

• Licensing
- Entire offered Hyperconverged must be licensed with Realtime deduplication, Compression, Hypervisor, At-least 4 multi-site deployments, Automated failover and

| | | |
|---|---|---|
| | failback license, Backup software (In-built or external as per RFP Functionality requirement) and Enterprise Management console license for multi-cluster management.<br><br>• Principal Warranty and Support<br>  - Proposed solution/s must be covered by Principal / manufacturer's Warranty for a minimum of 2 years, starting from the completion and acceptance of the project. | |
| | **2. <u>Installation, Configuration and Testing of On-premise Cloud Infrastructure</u>**<br><br>• Scope of Work:<br>  ▪ Conduct pre-implementation analysis (e.g. application environment, database options, object types and counts, invalid object, table sizes, parameter settings) and planning (e.g. migration approach).<br>  ▪ Provide and submit Project Initiation documentation to the Bureau.<br>  ▪ Initiation and Planning of the steps to be defined and documented for each stage of the project milestones<br>  ▪ Create a service delivery plan which may include change management processes, maintenance checks, complexity of the systems, business requirements of the systems, software version and organizational boundaries. Provide sufficient details such as, but not limited to:<br>    - Change Management – process, timeline, pre-requisites, approval process, applicable costs defined per man-hour rate, if any<br>    - Maintenance window – scheduling, alternative arrangements to be considered if proposed window affects critical business processes of the Bureau<br>    - Complexity of the System – assign overall project manage/governance<br>    - Business Requirements must be aligned to the requirements of the relevant business units/stakeholders identified in the project<br>    - Software Version – must ensure that the latest software version is used, and that support for the critical applications is active<br>• Must provide functional testing parameters and ensure that all components are working and operational through:<br>• Systems Integration testing (SIT)<br>• User Acceptance Testing (UAT)<br>• Must provide user manuals to the Bureau for administration purposes | |

### 3. **Local Technical Support Services Specific Requirements**

- Local Technical support must provide the following scope of services:
  - Must provide Technical Support services with multiple level of escalation, issue reporting and documentation for a period of two (2) years
  - Technical support through phone or email technical support.
  - Usage of online ticketing system for issue or concern reporting.
  - Provision of service level agreement depending on the level of escalation.
  - Notify BOC of available critical patches or updates of the Database software on a monthly basis.
  - Must provide on-demand health checks and provide assistance to the Bureau on the application of critical patch / version updates, as applicable.
  - Must provide recommended fixes or resolutions to problems encountered in the Database systems related to the project.
  - Must provide technical support during business hours, 8 hours a day, 5 days a week (Monday to Friday).

  - ➢ **Service Level Agreement**

  Winning bidder must provide technical support service following the response times based on the Service Level Agreement:

- Service Level Agreement
  - Severity Level 1
    - Complete loss of service
    - Stopping of programs affecting production data, rendering the system unusable,
    - Severity 1 issues have the following characteristics: data corruption; a critical documented function is not available; system hangs indefinitely, causing unacceptable or indefinite delays for resources or response; system crashes, and crashes repeatedly after restart attempts; software-related issue that stops all monitoring; alerting, ticketing and reporting functions resulting in a loss of business productivity.
    - Response Time: Immediately or within 4 hours
  - Severity Level 2
    - Severe loss of service

- Important features are unavailable with no acceptable workaround, but operations can continue in restricted fashion.
- Service interruptions to some, but not all software modules.
- Time sensitive issue reported by BOC, which may adversely affect operational, billing, monitoring and productivity.
- Response Time: Within 8 hours
- Severity Level 3
  - Minor loss of service
  - Impact is inconvenience, which may require workaround to restore functionality.
  - For development environments, where the situation is causing your project to no longer continue or migrate into production.
  - Response Time: Within 20 hours
- Severity Level 4
  - No loss of service
  - Request information, an enhancement, or documentation on software, but no impact on operation of software.
  - Recommendation for a future enhancement, reporting of documentation error with low-to-no impact in business.
  - Response Time: Within 24 hours

➢ **Manpower Requirements**

Proposed Team Members must be a full-time employee of the bidder and must provide proof through Certificate of Employment and Curriculum Vitae. Training Certifications or any applicable documents must be submitted as proof of training completion or certification.

- Manpower Requirements
  - Project Manager
    - At least fifteen (15) years of work experience in managing a technical team and technical projects.
    - Must have trainings in Information Systems Planning
    - Certified or have formal training for project management or its equivalent methodologies. Kindly submit proof in a form of training certification
    - Must at least have a formal training in Lean Six Sigma Methodologies (Yellow Belt) or any equivalent Training.
    - Trained in handling Security in IT Infrastructure and/or Systems.
    - Responsible to interact with the BOC Team, monitor issues & complaints (if any), develop problem management and service improvement plans,

understand, and maintain the service level agreements, oversee activities of the technical support team and ensure that best practices are being followed and provide reports through interaction with parties involved as needed.

- Associate Project Manager
  - At least three (3) years of work experience of managing projects.
  - Certified or have formal training for project management or its equivalent methodologies. Kindly submit proof in a form of training certification
  - Must at least have a formal training in Lean Six Sigma Methodologies (Yellow Belt) or any equivalent Training.
  - Responsible in taking care of the project documentations and archiving of relevant files for the project and provides assistance to the Project Manager on any project related activities.
  - Trained and certified by an accredited training provider for Data Privacy Act for 2012 or equivalent training and certification.
- At least five (5) Helpdesk Technical Support Engineers
  - Each engineer must be at least a Linux Certified Professional or trained in the administration of the Software / Hardware principal components.
  - At least 1-year work experience as technical support engineer
  - Provide technical support to BOC with regards to the proposed database software support
- At least Two (2) Database Technical Support Engineers
  - At least 1-year work experience as database technical support engineer
  - Provide technical support to BOC with regards to the bureau's On-premise Cloud Infrastructure
  - Each engineer must at least be a trained and/or a specialist in the proposed principal software or hardware support and must be qualified and certified to support BOC's On-premise Cloud Infrastructure
- At least three (3) IT Security Support Engineers
  - At least 1-year work experience as IT security support engineer
  - Must have a formal training for IT Security Fundamentals, Vulnerability Assessment & Penetration Testing, Cyber Defense & Threat Hunting, or Common Cybersecurity Attacks and Defense Strategies
  - Provide technical support to BOC with regards to IT security

| | | |
|---|---|---|
| | ➢ **Other Requirements**<br>• The winning proponent must provide a Project Management team that will handle all project related activities, and technical support in coordination with BOC – Management Information Systems and Technology Group (MISTG).<br>• The winning proponent must conduct an alignment meeting to plan-out the schedules and activities, as necessary.<br>• In case of problems encountered in the Bureau's database system, the winning proponent in coordination with MITSG will conduct investigation, recommend possible fixes or resolutions for implementation of BOC-MISTG. The winning proponent must assist BOC-MISTG with these activities, as necessary. | |
| | **4. Workshop / Technology Transfer**<br><br>• The proponent must provide technology transfer, workshops, or any learning subscription to a total of five (5) BOC administrators or technical engineers which are related to the support and maintenance of the Core Relational Database Management System<br>• Training credits or certification may be provided as proof of delivery. | |
| | **1. GENERAL QUALIFICATION OF THE SERVICE PROVIDER**<br><br>• The bidder must be a valid registered organization in existence for at least five (5) years<br>• The bidder must have at least five (5) years' experience in delivering ICT Projects in the Government<br>• Must have at least five (5) helpdesk technical support engineers for 8 by 5 capability. | |
| | ➢ **PAYMENT MILESTONE**<br><br>| Milestones | Amount | Period | Deliverables |<br>|---|---|---|---|<br>| Milestone 1 | 10% | Within (15) calendar days upon receipt of Notice to Proceed. | Upon completion of Project Kick-off and Submission of Inception Report |<br>| Milestone 2 | 40% | Within forty-five (45) calendar days upon receipt of Notice to Proceed. | Upon submission of proof of delivery for the On-premise Cloud Infrastructure | | |

| | | | |
|---|---|---|---|
| Milestone 3 | 40% | Within sixty (60) calendar days upon receipt of Notice to Proceed. | Upon submission of proof of completion for the Installation, Configuration and Testing of On-premise Cloud Infrastructure | |
| Milestone 4 | 10% | Within ninety (90) calendar days upon receipt of Notice to Proceed. | Upon Completion of Knowledge Transfer and Submission of Local Technical Support Service Level Agreement | |

**I hereby commit to comply and deliver the above requirements.**

_____
Name of Company (in print)

_____
Signature of Company Authorized Representative

_____
Name & Designation (in print)

_____
Date

# Section VIII. Checklist of Technical and Financial Documents

## Checklist of Technical and Financial Documents

### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

*Legal Documents*

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
**and**

*Technical Documents*

(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

(d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
**or**
Original copy of Notarized Bid Securing Declaration; **and**

(e) Conformity with the Schedule of Requirements, Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

(f) Original duly signed Omnibus Sworn Statement (OSS); **and**
Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder;

*Financial Documents*

(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
**or**
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### 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).

# Bid Form

---

Date: _____

Invitation to Bid[2] Nº: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the BOC, our services for the project, ***"Supply, Delivery, Configuration, and Commissioning of BOC Multipurpose Private Cloud Infrastructure and Storage (Xray and PSQA)"*** in conformity with the said Bidding Documents for the sum of ***[total Bid amount in words and figures]*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

| ITEM | DESCRIPTION | TOTAL COST |
|------|-------------|------------|
|      | • Supply and Delivery of On-premise Cloud Infrastructure<br>• Installation, Configuration and Testing of On-premise Cloud Infrastructure<br>• Knowledge Transfer<br>• Provision of Local Technical Support Services for two (2) years |  |

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:[3]

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

---

[2] If ADB, JICA and WB funded projects, use IFB.

[3] Applicable only if the Funding Source is the ADB, JICA or WB.

| _____ | _____ | _____ |
| --------------- | --------------- | --------------- |
| _____ | _____ | _____ |

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 10 of the Bidding Documents.

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

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

Dated this _____ day of _____ 20_____.


| _____ | _____ |
| ------------------------- | ------------------------- |
| *[signature]* | *[in the capacity of]* |

Duly authorized to sign Bid for and on behalf of ____ _____

# Price Schedule for Goods Offered 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: _____

# *Price Schedule for Goods Offered from Abroad*

### *For Goods Offered from Abroad*

Name of Bidder _____ Project ID No._____ Page ___ of ___

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

Name: _____

Legal Capacity: _____

Signature: _____

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

# *Statement of Single Largest Completed Contract which is similar in nature*

Business Name: _____

Business Address:_____

| Name of Contract (including the name of procuring entity) | Date of the Contract | Kinds of Goods | Amount of Contract | Date of Delivery | End User's Acceptance or Official Receipt(s) Issued for the Contract |
|---|---|---|---|---|---|
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Submitted by   : _____
                          (Printed Name & Signature)

Designation   : _____

Date            : _____

## *List of all Ongoing Government & Private Contracts including*

## *Contracts awarded but not yet started*

Business Name: _____

Business Address:_____

| Name of Contract (including the name of procuring entity) | Date of the Contract | Kinds of Goods | Value of Outstanding Contracts | Date of Delivery |
|---|---|---|---|---|
| Government | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Private | | | | |
| | | | | |
| | | | | |
| | | | | |

Submitted by    : _____

(Printed Name & Signature)

Designation     : _____

Date               : _____

Instructions:

i.      State all ongoing contracts including those awarded but not yet started within five (5) years (government and private contracts, which may be similar or not similar to the project being bidded) prior to opening of bids.

ii.     If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

iii.    The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

# CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20_____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

    i. Philippine Bidding Documents (PBDs);
        i. Schedule of Requirements;
        ii. Technical Specifications;
        iii. General and Special Conditions of Contract; and
        iv. Supplemental or Bid Bulletins, if any

    ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

      Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

    iii. Performance Security;

    iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

    v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*for:*

*[Insert Procuring Entity]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*for:*

*[Insert Name of Supplier]*

**Acknowledgment**

*[Format shall be based on the latest Rules on Notarial Practice]*

# Omnibus Sworn Statement

_____

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

## AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **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.

<div align="right">

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*
*[Insert signatory's legal capacity]*
Affiant

</div>

***[Jurat]***
*[Format shall be based on the latest Rules on Notarial Practice]*

# BID SECURING DECLARATION FORM

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

**_[Jurat]_**
*[Format shall be based on the latest Rules on Notarial Practice]*