

Republic of the Philippines
Department of Social Welfare and Development
IBP Road, Constitution Hills, Quezon City
Telephone Nos. (02) 931-8101 to 07 Local 10090
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BIDDING DOCUMENTS

**Subscription of a Complete Hardware and
Software Infrastructure Solution for
Backup, Disaster Recovery, Storage and
Archiving Solution as a Service for DSWD
Central Office and Disaster Recovery Site**

ITB No. GOP/21-DSWD-005
(PR No. 01-20001-PR-2021-03-00253)

APRIL 2021

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

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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



Republic of the Philippines
Department of Social Welfare and Development

IBP Road, Constitution Hills, Quezon City
Telephone Nos. (02) 931-8101 to 07 Local 10090
Email: bacsec@dswd.gov.ph

INVITATION TO BID FOR

**Subscription of a Complete Hardware and Software
Infrastructure Solution for Backup, Disaster Recovery, Storage
and Archiving Solution as a Service for DSWD Central Office
and Disaster Recovery Site**

ITB No. GOP/21-DSWD-005
(PR No. 01-20001-PR-2021-03-00253)

1. The **Department of Social Welfare and Development (DSWD)**, through the **Information and Communication Technology and Management Service (ICTMS) – Miscellaneous and Other Operating Expenses (MOOE) 2021 Funds**, intends to apply the sum of **Eighteen Million Seven Hundred Fifty Thousand Pesos (PhP18,750,000.00)**, being the ABC to payments under the contract for the **Subscription of a Complete Hardware and Software Infrastructure Solution for Backup, Disaster Recovery, Storage and Archiving Solution as a Service for DSWD Central Office and Disaster Recovery Site**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DSWD now invites bids for the above Procurement Project. Delivery of Goods shall be in accordance with Section VI (Schedule of Requirements). 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 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 **DSWD – Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below from **Monday to Friday at 8:00 a.m. to 5:00 p.m.**

5. A complete set of Bidding Documents may be acquired by interested bidders on **23 April 2021 to 12 May 2021** from given address and website/s below in the amount of **Fifteen Thousand Pesos (PhP15,000.00)**. The DSWD shall allow the bidder to present its proof of payment for the fees in person.
6. The DSWD will hold a Pre-Bid Conference on **30 April 2021, 10:00 a.m.**, at the **PMS Conference Room, 2nd Floor, Mahusay Building, DSWD Central Office, IBP Road, Constitution Hills, Quezon City**, and/or through videoconferencing/webcasting *via google meet*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **12 May 2021, 09:00 AM**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **12 May 2021, 10:30 a.m.**, at the **PMS Conference Room, 2nd Floor, Mahusay Building, DSWD Central Office, IBP Road, Constitution Hills, Quezon City** and/or through videoconferencing/webcasting *via google meet*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The DSWD reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

THE CHAIRPERSON

DSWD Bids and Awards Committee

c/o BAC Secretariat

2nd Floor, Mahusay Building, DSWD Central Office

IBP Road, Constitution Hills, Quezon City

Email Add: bacsec@dswd.gov.ph

Telephone Nos. (02) 8931-8101 to 07 Local 10090

Facsimile No. (02) 8951-7116

12. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph or www.dswd.gov.ph

23 April 2021

(Original Signed)
RENE GLEN O. PAJE
Undersecretary and
Bids and Awards Committee Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **DSWD** wishes to receive Bids for the **Subscription of a Complete Hardware and Software Infrastructure Solution for Back-up, Disaster Recovery, Storage, and Archiving Solution as a Service for DSWD Central Office and Disaster Recovery Site**, with Identification Number **ITB No. GOP/21-DSWD-005**.

The Procurement 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 **2021 Current Appropriation Fund** in the amount of **Eighteen Million Seven Hundred Fifty Thousand Pesos (PhP18,750,000.00)**.

2.2. The source of funding is:

a. NGA, the General Appropriation Act.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - 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.
- 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 via google meet as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until One Hundred Twenty (120) calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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.

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.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – 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

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Similar contracts shall refer to Subscription of ICT Managed Services b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	No subcontracting is allowed.
12	The applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <u>Three Hundred Seventy Five Thousand Pesos (PhP 375,000.00)</u>, 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 <u>Nine Hundred Thirty Seven Thousand Five Hundred Pesos (PhP 937,500.00)</u>, if bid security is in Surety Bond.
15	Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its Bid. Forms provided in Section IX (Bidding Forms) must be completed without any alterations to their format, and no substitute form shall be accepted.
19.3	The total ABC is Eighteen Million Seven Hundred Fifty Thousand Pesos (PhP18,750,000.00) .
20.2	<p>The Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB) as the case may be, shall submit the following additional documents during the Post-Qualification Stage:</p> <ul style="list-style-type: none"> 1) Latest income tax returns (ITR) are those covering the immediately preceding year while latest business tax returns (BTR) are those filed within the last six (6) months preceding the date of bid submission filed through the Electronic Filing and Payment System (eFPS) of the BIR; 2) Updated Certificate of PhilGEPS Registration (Platinum Membership); 3) The service provider must have been in the business of providing IT managed services for at least 5 years; 4) The service provider/supplier shall provision, DSWD of all the software, hardware and other needed equipment to complete the solution required (including cabling, consumable materials and labor and civil works (if needed), etc.);

	<p>5) The service provider/supplier shall manage and provide technical support, troubleshooting and issue resolution services:</p> <ul style="list-style-type: none"> a. The service provider must have at least certified engineers of the product/brand they are providing (must provide copies of certifications); <p>6) The service provider/supplier shall provide necessary warranties for all active devices for the span of the contract and with a 24/7 and 4 to 8 hours' response time depending on the location:</p> <ul style="list-style-type: none"> a. Must provide Certification from the manufacturer that the service provider extends the warranty during the coverage of the project; <p>7) The service provider/supplier deploys the complete solution infrastructure system with an optimal setting, based on industry's best practices:</p> <ul style="list-style-type: none"> a. Implementation of solution must be directly handled by the vendor/principal in collaboration with the service provider; <p>8) The service provider must provide at least two (2) installed based customer references for site visit during post qualification;</p> <p>9) The service provider can provide 24/7 support and <u>Service Level Agreement of 100% uptime</u>.</p> <ul style="list-style-type: none"> a. As a proof, the service provider must provide existing managed services being provided to at least two (2) customers and can be visited on site during post qualification; b. Certification must be issued by the Manufacturer/Principal that the solution will provide 100% storage Up-time SLA; <p>10) Must submit a Manufacturing Certificate issued by the principal/manufacturer to ensure that the solution/hardware is genuinely manufactured and not an interim solution from 3rd party;</p> <p>11) Certification must be issued by the manufacturer/Principal that the solution will have no disruptive upgrade on storage firmware and hot fixes and updates must be done online/no downtime needed;</p> <p>12) Certification must be issued by the manufacturer/Principal that the solution will have storage that can scale up, scale out and scale down without downtime;</p> <p>13) Certification must be issued by the Manufacturer/Principal that the solution will have capacity on demand available anytime;</p> <p>14) Certification must be issued by the Manufacturer/Principal that the solution will have performance on demand available anytime;</p>
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	15) Certification must be issued by the Manufacturer/Principal that the solution will have support data in place to upgrade to a newer model at no cost, no EOL and no migration cost.
21.1	No further instruction.

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. 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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are specified in Section VI. Schedule of Requirements. 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:</p> <p style="padding-left: 40px;">ANDREW J. AMBUBUYOG Director IV Information and Communication and Technology Management Service (ICTMS) Department of Social Welfare and Development-Central Office IBP Road, Batasan Hills, Quezon City</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. The Contract price for the Goods/ Services 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>Packaging –</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>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.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be accordance to the “Terms of Payment” indicated in Section VI. Schedule of Requirements.
4	No further instruction.

Section VI. Schedule of Requirements

Section VI. Schedule of Requirements

Subscription of a Complete Hardware and Software Infrastructure Solution for Backup, Disaster Recovery, Storage and Archiving Solution as a Service for DSWD Central Office and Disaster Recovery Site

Particulars	Quantity
Subscription of a Complete Hardware and Software Infrastructure Solution for Backup, Disaster Recovery, Storage and Archiving Solution as a Service for DSWD Central Office and Disaster Recovery Site	One (1) Lot

Schedule of Deliverables and Payments

- Implementation: Sixty (60) calendar days
- Initial implementation starts upon receipt of Notice to Proceed (NTP)
- Subscription, Provisioning of Equipment, Warranties, and SLA: Nine (9) months of service coverage
- Delivery Address and Date: The winning bidder must deliver the IT Software and Licenses not more than sixty (60) calendar days after the issuance and receipt of the Notice to Proceed. IT Software, Hardware and Licenses must be delivered at DSWD Batasan, Quezon City.

Important Note

All equipment provided by the service provider will not be owned by DSWD and will be returned to the service provider after the project coverage.

In case the service contract expires without a successor contract or project award, the service provider must surrender the data of DSWD into a working secure host as an interim hosting service for at least three months to give ample time for DSWD to transfer the necessary data into a separate server without additional cost.

All data, information, databases and other data products will be owned by DSWD during and after the contract has expired. No access or copy of the datasets will be licensed for the use of the service provider during or after the project.

Milestone	Milestone Timeline	Expected Deliverables	Payment
IMPLEMENTATION STAGE (Start of the Service Provider's Coverage)			
1	15 Calendar Days from NTP	Kick-Off Meeting and Inception Report: Documents to be submitted: <ol style="list-style-type: none"> 1. Inception Report 2. Approved Implementation Plan by the ICTMS Director 3. WBS 4. Project Timetable and Schedule 5. Project Team Composition 6. Change Request Agreement 	10% OF THE TOTAL COST (BID PRICE)
2	40 Calendar Days from NTP	Delivery of ICT Equipment and other Solution Services on DSWD CO and DR site. Documents to be submitted: <ol style="list-style-type: none"> 1. Full delivery of equipment Per site Delivery Receipts 2. Submission of Software License Certificate 3. Project Status Report 4. Inspection Committee report 	20% OF THE TOTAL COST (BID PRICE)
3	45 Calendar Days from NTP	Installation, Configuration, Setup, Testing, and turn over: Documents to be submitted: <ol style="list-style-type: none"> 1. Per site successful testing Report 2. Licenses for the use of the full equipment and software Licenses and/or Internet plan if applicable 3. Project Status Report 4. End-User Acceptance Certificate 5. Certificate of service rendered 	35% OF THE TOTAL COST (BID PRICE)
4	60 Calendar days after NTP or can be supplemented by training vouchers	Training, Technology transfer, Submission of Full documentation and closing/Termination of the Implementation. Documents to be submitted: <ol style="list-style-type: none"> 1. Training Syllabus 2. Training documents and Certificates 	5% OF THE TOTAL COST (BID PRICE)

		<ul style="list-style-type: none"> 3. Terminal Report 4. Complete Project Documentation 	
<i>SUBSCRIPTION CHECKPOINTS STAGE</i>			
5	90 calendar days after NTP	<p>First Checkpoint</p> <p>Documents to be submitted:</p> <ul style="list-style-type: none"> 1. On Site Technical Support Engineer Quarterly report 2. Maintenance Activity Report 3. IMR and issue resolution reports 4. Utilization Report 5. Certificate of Satisfactory Service Rendered 	10% OF THE TOTAL COST (BID PRICE)
6	120 calendar days after NTP	<p>Second Checkpoint</p> <p>Documents to be submitted:</p> <ul style="list-style-type: none"> 1. On Site Technical Support Engineer Quarterly report 2. Maintenance Activity Report 3. IMR and issue resolution reports 4. Utilization Report 5. Certificate of Satisfactory Service Rendered 	10% OF THE TOTAL COST (BID PRICE)
7	180 calendar days after NTP	<p>Final Checkpoint</p> <p>Documents to be submitted:</p> <ul style="list-style-type: none"> 1. On Site Technical Support Engineer Quarterly report 2. Maintenance Activity Report 3. IMR and issue resolution reports 4. Utilization Report 5. Certificate of Satisfactory Service Rendered 	10% OF THE TOTAL COST (BID PRICE)

Payment Schedule:

Payment shall be made within 15-30 calendar days after completion of all supporting documents.

Section VII. Technical Specifications

Technical Specifications

Specification	Statement of Compliance ²
<p>Subscription of a Complete Hardware and Software Infrastructure Solution for Backup, Disaster Recovery, Storage and Archiving Solution as a Service for DSWD Central Office and Disaster Recovery Site</p> <p>1. SCOPE OF WORK</p> <p>1.1. Project Management and Complete Documentation</p> <p>1.2. Upfront Provisioning of On-premise Storage, Archiving, Backup, Replication and Disaster Recovery as a Service Solution which comprises of the following:</p> <p>1.2.1. Solution design to solve backup requirement of DSWD, online backup retrieval/rehydration and archiving from Existing hyper converged infrastructure, replication, and solving the enterprise storage requirement of the department;</p> <p>1.2.2. The Service Provider must be able to deliver, setup, configure and turn over a working On-premise Storage, Backup, Replication Solution as a Service which comprises of the following:</p> <p>1.2.2.1. Provide a minimum of 200 TB for the replicated copy of the existing backup from existing HCI Platform of DSWD the whole year.</p> <p>1.2.2.2. Provide a minimum of at least 100TB of archiving storage on CO for the whole year.</p> <p>1.2.2.3. Provide up to 90 VMs licenses coverage only</p>	

² [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.]

1.2.3. Implementation of Backup and Replication solution for DSWD Primary Site and DR site (Initially one-way replication and will decide later for cross-site, but must be capable of cross site replication);

1.2.4. Must be able to accommodate at least 20% buffer to VM and disk consumption for sudden growth rate.

Existing DSWD VM and Disk usage					
Tier	Virtual Machines (No.)		Actual Disk Utilization (TB)		Total Disk Allocated (TB)
	Hyper-V	VMWare	Hyper-V	VMWare	Hyper-V
1	72	17	107	23.72	152.81
2	39	-	46.77	-	79.19
3	1	-	.05	-	1
Total	112	17	153.82	23.72	233

1.2.5. Rehydration and Archiving of backup data from Existing Hyper Converged Infrastructure solution without downtime.

1.2.5.1. Must be able to cover the yearly backup.

1.2.5.2. Must be able to cover backup archiving for the whole year

1.2.6. Provisioning of an Enterprise Storage on Premise as a Service Solution for Central Office and Disaster Recovery Site

1.2.7. The Service Provider must have a ticketing system to log the Technical Assistance (TA) requests and must follow the Service Level Agreement issue resolution timeline.

1.2.8. DSWD and the Service provider must be co-managers of the system and both must have administrative access to the system management. Only DSWD must have access to the content and data.

1.3. Ensure that all equipment and software are always updated and upgraded to the latest version and model without production shutdown and extra cost.

2. SYSTEM / SOLUTION LAYOUT

- 2.1. Must be able to cover all Virtual Machines (Tier 1 to Tier 3)
- 2.2. Must be able to cover all existing 2019 and 2020 Simplivity VMware Backup for migration and archiving to the proposed solution.
- 2.3. See Annex “A” for the layout.

3. QUALIFICATIONS OF THE SERVICE PROVIDER

- 3.1. The service provider must have been in the business of providing IT managed services for at least 5 years.
- 3.2. The service provider/supplier shall provision, DSWD of all the software, hardware and other needed equipment to complete the solution required (including cabling, consumable materials and labor and civil works (if needed), etc).
- 3.3. The service provider/supplier shall manage and provide technical support, troubleshooting and issue resolution services.
 - 3.3.1. The service provider must have at least certified engineers of the product/brand they are providing (Must provide copies of certifications)
- 3.4. The service provider/supplier shall provide necessary warranties for all active devices for the span of the contract and with a 24/7 and 4 to 8 hours’ response time depending on the location.
 - 3.4.1. Must provide Certification from the manufacturer that the Service provider extends the warranty during the coverage of the project.
- 3.5. The service provider/supplier deploys the complete solution infrastructure system with an optimal setting, based on industry’s best practices.
 - 3.5.1. Implementation of solution must be directly handled by the vendor/principal in collaboration with the service provider.
- 3.6. Service Provider must provide at least two (2) installed based customer references for site visit during post qualification.

<p>3.7. The service provider can provide 24/7 support and <u>Service Level Agreement of 100% uptime.</u></p> <p>3.7.1. As a proof, the service provider must provide existing managed services being provided to at least two (2) customers and can be visited on site during post qualification.</p> <p>3.7.2. Certification must be issued by the Manufacturer/Principal that the solution will provide 100% storage Up-Time SLA.</p> <p>3.8. Must submit a Manufacturing Certificate issued by the Principal/manufacturer to ensure that the solution/hardware is genuinely manufactured and not an interim solution from 3rd party.</p> <p>3.9. Certification must be issued by the Manufacturer/Principal that the solution will have no disruptive upgrade on storage firmware and hot fixes and updates must be done online/no downtime needed.</p> <p>3.10. Certification must be issued by the Manufacturer/Principal that the solution will have storage that can scale up, scale out and scale down without downtime.</p> <p>3.11. Certification must be issued by the Manufacturer/Principal that the solution will have capacity on demand available anytime</p> <p>3.12. Certification must be issued by the Manufacturer/Principal that the solution will have performance on demand available anytime.</p> <p>3.13. Certification must be issued by the Manufacturer/Principal that the solution will have support data in place to upgrade to a newer model at no cost, no EOL and no migration cost.</p> <p>4. SERVICE LEVEL AGREEMENT (SLA)</p> <p>Provider should guarantee availability of the solution in the event of declaration of execution of failover to 71 DR Site.</p> <p>4.1. DR Solutions</p> <p>4.1.1. 100% UPTIME for the provisioned solution</p>	
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4.1.2. Recovery Point Objective (RPO) of thirty (30) minutes

4.1.3. Recovery Time Objective (RTO) of one (1) hour

4.2. Enterprise Storage Solution

4.2.1. The customer will no longer purchase new/updated hardware if the contract is active. Machines' due for end of life or refresh will be replaced at no additional cost and no downtime to DSWD.

4.2.2. 24 x 7 x 365 support with 24 hours proactive monitoring.

4.2.3. 100% Uptime. DSWD is entitled for rebates or service credits if downtime has been experienced as stated in 10.5.1 clause.

4.2.3.1. Downtime: Supplier should provide Service Credits considering the duration of downtime in Minutes.

Monthly Cumulative Downtime in Minutes	Service Credits (% of Monthly Fee)	Monthly Cumulative Downtime in Minutes	Service Credits (% of Monthly Fee)
0-60	5%	601-660	55%
61-120	10%	661-720	60%
121-180	15%	721-780	65%
181-240	20%	781-840	70%
241-300	25%	841-900	75%
301-360	30%	901-960	80%
361-420	35%	961-1020	85%
421-480	40%	1021-1080	90%
481-540	45%	1081-1140	95%
541-600	50%	1141 and above	100%

4.2.4. The SLA Exclusion

The penalties indicated above will only apply upon declaration of execution of failover to DR Site.

Exclusions include but are not limited to the following:

- 4.2.4.1. Failover compute module for the DR site will be provided by DSWD.
- 4.2.4.2. Connectivity from on-premise to cloud storage will be provided by DSWD
- 4.2.4.3. Unavailability of the services during scheduled maintenance window, emergency maintenance or any other agreed-to-scheduled downtime;
- 4.2.4.4. Downtime caused by failures of components, third-party system or services that are not supplied by the service provider;
- 4.2.4.5. Downtime that resulted from modifications to or changes of the operating system, database, application code or other code not provided by the service provider;
- 4.2.4.6. Any availability or outage impact related to DSWD side security breaches or compromised serviced credentials;
- 4.2.4.7. Downtime associated with improper use of the services (credentials, call sequence and method formats);
- 4.2.4.8. Any downtime that resulted from the act or omission of DSWD, its end users, anybody on their behalf or any other third party, not under the control or responsibility of the service provider;
- 4.2.4.9. Suspension or termination of services by DSWD;
- 4.2.4.10. Any service outage due to Force Majeure as described in this;
- 4.2.4.11. Downtime caused by unavailability of network.

5. POST QUALIFICATION TECHNICAL TESTING

The service provider must perform whether the system meets the following required criteria during post qualification for a maximum of one (1) week including set up. **(If the service provider is the Incumbent, this will no longer be necessary.):**

5.1. Must Backup/Replicate VMs from:

5.1.1. Hyper-V

5.1.2. VMWare

5.2. Must be able to Backup/Replicate from different hypervisor with on the fly VM conversion:

5.2.1. Hyper-V to VMWare

5.2.2. VMware to Hyper-V

5.2.3. Hyper-V to Hyper-V

5.2.4. VMWare to VMWare

5.3. Must be able to execute the replication with no impact on the following:

5.3.1. No service interruption or downtime

5.3.2. No impact on the CPU, RAM usage of the VM

5.3.3. No impact on the production storage

5.4. Must be able to execute disaster recovery testing with no impact on the following:

5.4.1. No production impacts

5.4.2. No VMs Shutdown

5.4.3. Recovery automations for failover, failback and migration.

5.5. Must be able to execute disaster recovery testing with a very few mouse click

5.5.1. (at most 4 clicks)

5.6. Must be able to execute journal file level restore

5.7. Recovery Point Objective (RPO) of thirty (30) minutes

5.8. Recovery Time Objective (RTO) of one (1) hour

6. INSTALLATION

6.1. The winning bidder will work in parallel with DSWD IT Management Department personnel during the installation and testing of the proposed solution.

6.2. The winning bidder must ensure that the proposed solution is functional and 100% compatible with the existing equipment and environment of the agency.

7. MAINTENANCE/TECHNICAL SUPPORT

7.1. During the subscription period, service level agreement of 30 mins of RPO and 1 hour of RTO for the replication solution must be provided and strictly observed.

7.2. The winning bidder must shoulder all expenses of the technical person(s) who will be providing the technical services on-site. Render weekly in-house technical support during the one (1) year engagement period.

8. TRAININGS

8.1. The winning bidder shall provide certification level training conducted by certified instructor/s from software and storage manufacturers for DSWD three (3) personnel.

8.1.1. An updated yearly certification level training conducted by certified instructor/s from software and storage manufacturers for DSWD three (3) personnel must also be provided, while contract is active.

8.1.2. Cost of training, venue, food and lodging of participants must be shouldered by the service provider

9. TECHNOLOGY TRANSFER

9.1. The winning bidder must provide a Knowledge Transfer DSWD engineer who will be managing the system. One course per technology being used in the implementation of the project. The session must

include theory and actual configuration and management.

10. WARRANTY

10.1. The solution should be covered by the warranty on upgrades, patches and services with no additional cost to DSWD if the subscription is active. The warranty period for and shall commence upon acceptance.

11. DOCUMENTATION

11.1. The winning bidder should provide complete documentation of software and licenses, and/or utilities must also be provided.

12. DELIVERY AND USER ACCEPTANCE TESTING

12.1. All deliverables mentioned should be checked by DSWD and that the service provider will be compliant before the final acceptance and turnover of the project.

12.2. The Department (with the assistance of the Supplier) must perform the test whether the System meets all the requirements as stated in the UAT documents.

13. ADDITIONAL TECHNICAL SPECIFICATIONS

13.1. Backup and Replication Software

Enterprise Backup and Replication Software intended for DSWD Data Center Onsite and Offsite.

13.1.1. Must be a hypervisor-based backup and replication software.

13.1.2. Must be able to replicate VMware or Hyper-V infra for the following years: 1st year: ninety (90) VMs Total

13.1.3. No snapshots and no production VM impact

13.1.4. Must be a virtual aware, software only backup and replication solution purposely built for virtual environments.

<p>13.1.5. Must provide business continuity and DR capabilities for the data center and/or the cloud.</p> <p>13.1.6. Must work seamlessly into the existing infrastructure with no application, storage and hypervisor changes.</p> <p>13.1.7. Must have a software based virtual manager that plugs directly into the single virtual management console that enables visibility into the entire infrastructure.</p> <p>13.1.8. Must have a software based virtual manager that keeps track of application and information in motion in real time.</p> <p>13.1.9. Must have a software based virtual manager that manages replication of the entire virtual domain.</p> <p>13.1.10. Must have a software module that continuously replicates data from user-selected VMs, compressing and sending the data to the remote site over WAN Links.</p> <p>13.1.11. Must provide automated failover, failback and failover testing including all VM creation and configuration.</p> <p>13.1.12. Must provide a replication for Business Continuity/Disaster Recovery solution with fully automated orchestration.</p> <p>13.1.13. Must enable pre-configuration of boot-order, re-Iping, journal size and other BCDR orchestration so when an event occurs, they are executed exactly as business requires.</p> <p>13.1.14. Must provide a workflow automation for end-user accepted recovery, which inserts delay so the production site is not shut down the right way and allows IT administrators to ensure failover is successful.</p> <p>13.1.15. Must deliver replication between sites or multiple sites with natively multi-tenant infrastructure.</p>	
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<p>13.1.16. Must be able to centrally manage the multiple sites replication, providing offsite backup, alerts and reporting.</p> <p>13.1.17. Must be able to replicate from one to many sites simultaneously.</p> <p>13.1.18. Must support multi-site, multi-directional replication in a single instance.</p> <p>13.1.19. Must be able to simultaneously protect and recover VMs within the same data center, to multiple target sites (one to many) including public cloud providers like Microsoft Azure, AWS and other leading cloud providers without additional license.</p> <p>13.1.20. Must have a virtual protection group that ensures enterprise applications are replicated and recovered with consistency regardless of the underlying infrastructure.</p> <p>13.1.21. Must provide application consistency with groups of VMs consistently replicated with full write order fidelity across multiple ESX host and storage arrays, with the same protection policies applied seamlessly supporting vMotion, DRS, HA, Storage vMotion and Storage DRS.</p> <p>13.1.22. Must provide application level protection by creating a virtual protection group which enables consistent multi-VM application recovery, meets application SLA and prioritizes application, protects across any host or storage configuration, pre-seed features to VMware.</p> <p>13.1.23. Must be capable of creating a user assigned group of virtual machines and their related virtual disks that have dependencies and must be recovered from a consistent image as a group.</p> <p>13.1.24. Must provide granular, file level recovery without having to power up the recovery VM's at the target.</p>	
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<p>13.1.25. Must be able to replicate at the correct level of any virtual entity, either a single VM, or a virtual application including its meta data.</p> <p>13.1.26. Must be capable of cross hypervisor replication and recovery by automatic conversion of VMs on the fly without having to match hypervisors between datacenters.</p> <p>13.1.27. Must be able to support replication between VMWare and Microsoft Hyper-V environments.</p> <p>13.1.28. Must be able to replicate between different versions of VMWare vSphere and between VMWare vSphere and Vmware vCloud environments.</p> <p>13.1.29. Must be able to support replication to public cloud infrastructure.</p> <p>13.1.30. Must be hardware-agnostic which should enable replication of data between different types of storage and servers.</p> <p>13.1.31. Must support mixed storage technologies like Storage Area Network (SAN), Network Attached Storage (NAS), and virtual disk types such as Raw Device Mapping RDM) and Vmware File System (VMFS).</p> <p>13.1.32. Must be a journal-based point-in-time recovery enabling failover to historical points in time up to 30 days.</p> <p>13.1.33. Must be able to provide asynchronous replication with zero impact on application performance.</p> <p>13.1.34. Must have no guest host requirement or additional hardware footprint.</p> <p>13.1.35. Must have a built-in WAN optimization and compression.</p> <p>13.1.36. Must natively support all storage platforms and the full breadth of capabilities made possible by virtualization, including High availability, clustering, and the ability to locate and replicate volumes in vmotion.</p>	
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<p>13.1.37. Must support vMotion or Distributed Resource Scheduler that continuously locate and replicate data no matter where it resides or is moved.</p> <p>13.1.38. Must integrate with Vmware vCloud Director further simplifying and centralizing management.</p> <p>13.1.39. Must be scalable in terms of deployment of the number of VMs to be protected and replicated.</p> <p>13.1.40. Must be scalable in terms of number of sites to be replicated and managed to.</p> <p>13.1.41. Must have an option to be managed at the hypervisor management center.</p> <p>13.1.42. Must have alerting capabilities which includes probably cause and probable solution for fast resolution.</p> <p>13.1.43. Must provide recovery reports with complete details on BC/DR tests.</p> <p>13.1.44. Must provide details of VM consumption at the production and target site including WAN consumption, IOPS, RPO, source VM resource utilization and exact bandwidth and storage consumed.</p> <p>13.1.45. Must provide details of throughput and bandwidth metrics.</p> <p>13.1.46. Must provide automated backup reports thru email.</p> <p>13.1.47. Monitor protection anywhere anytime with mobile app</p> <p>13.1.48. Must be able to perform non-intrusive DR testing.</p> <p>13.1.49. Must be able to provide a web-based monitoring platform that delivers detailed reporting, visibility on the health and compliance of protected multi-site such as network performance, storage consumption, and troubleshooting capabilities.</p> <p>13.1.50. Must meet RTO of 1hour and RPO of 30mins</p>	
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<p>13.2. Rehydration and Archiving of backup data from Existing Hyper converged</p> <p>13.2.1. Proposed Solution should be capable of extracting current backup from DSWD’s existing hyper-converged infrastructure and store it to a different archiving storage.</p> <p>13.2.2. Proposed solution should be capable of extracting 1-year worth of data from DSWD’s hyper converged infrastructure.</p> <p>13.2.3. Proposed solution must have all the necessary hardware, software and services needed for the rehydration services.</p> <p>13.2.4. Archive solution should be capable of archiving VMWare and Hyper-V virtual machine.</p> <p>13.2.5. Archive solution should be capable of archiving Citrix XenServer virtual machine</p> <p>13.2.6. Archive solution should be capable of archiving Huawei Fusion Compute virtual machine</p> <p>13.2.7. Archive solution should be capable of archiving specific virtual machine</p> <p>13.2.8. Archive solution should be capable of archiving group of virtual machines</p> <p>13.2.9. Archive solution should be capable of indexing of virtual machine during archiving for faster recovery of individual file or directory</p> <p>- Faster Recovery and Simple (3clicks) directly up to file level. No need to restore the entire VM.</p> <p>13.2.10. Archive solution should be capable of agentless archive of virtual machine</p> <p>13.2.11. Archive solution should be capable of incremental forever with block level archive</p> <p>13.2.12. Archive solution should be capable of archiving to disk storage</p>	
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<p>13.2.13. Archive solution should be capable of archiving to tape storage</p> <p>13.2.14. Archive solution should be capable of archiving to NAS</p> <p>13.2.15. Archive solution should be capable of archive to disk and duplication to tape with D2D2T</p> <p>13.2.16. Archive solution should be capable of compression and deduplication of the data to reduce network and storage usage</p> <p>13.2.17. Archive solution should be capable of recovering specific virtual machine</p> <p>13.2.18. Archive solution should be capable of recovering group of virtual machines</p> <p>13.2.19. Archive solution should be capable of recovering specific file from archived virtual machine without powering on</p> <p>13.2.20. Archive solution should be capable of recovering specific directory from archive virtual machine without powering on</p> <p>13.2.21. Archive solution should be capable of recovering virtual machine to alternate location</p> <p>13.2.22. Archive solution should be capable of recovering specific file from archived virtual machine without powering on to alternate location</p> <p>13.2.23. Archive solution should be capable of recovering specific directory from archived virtual machine without powering on to alternate location</p> <p>13.2.24. Archive solution should have simplified recovery process with just 3 click for recovery</p> <p>13.2.25. Archive solution should be capable of consistent recovery with time navigation</p> <p>13.2.26. Archive solution should be capable of user friendly recovery interface including web recovery</p>	
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<p>13.2.27. Archive solution must be robust and flexible enough to be able to support installation on different platforms including Windows, Linux, and various Unix platforms such as HPUX, AIX and Solaris.</p> <p>13.2.28. Archive solution must be able to support multi-catalog environment</p> <p>13.2.29. Archive solution should encrypt data on its way from its primary storage to the archive server</p> <p>13.2.30. Archived data should remain encrypted until an authorized user recovers and decrypts it</p> <p>13.2.31. Archive solution should be capable of network encryption and decryption (NED) using encryption like public-key cryptography</p> <p>13.2.32. Archive solution should be capable of media encryption and decryption (MED) sensitive data are encrypted at the agent level prior to being written to the backup media</p> <p>13.2.33. Archive solution should be capable of hierarchical key management</p> <p>13.2.34. Archive solution should be capable of having templates designed to meet compliance policies</p> <p>13.2.35. Archive solution should be capable of archiving standard formats (tar, sidf, and proprietary)</p> <p>Option to choose different format in archiving (open format)</p> <p>13.2.36. Option to choose different format in archiving (open format)</p> <p>13.2.37. Archive solution should be capable of ease of management</p> <p>13.2.38. Archive solution should capable of real-time supervision</p> <p>13.2.39. Archive solution should be capable of graphical alarms and support for SNMP</p>	
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<p>13.2.40. Archive solution should be capable of graphical task viewer to foresee and spread the archive load</p> <p>13.2.41. Archive solution should be capable of web administration interface</p> <p>13.2.42. Archive solution should be capable of detailed web reports</p> <p>13.2.43. Archive solution should be capable of reporting through emails</p> <p>13.3. Enterprise Storage On-Premise as a Service for Replication and Archiving</p> <p>Enterprise Storage intended for DSWD Data Center Onsite and Offsite</p> <p>13.3.1. Proposed storage must provide an enterprise storage as a service (STaaS) solution delivering high-performance, highly available and predictable (QoS) file and block storage, in a pay-as-you-go model for on-premise deployment and via global service providers.</p> <p>13.3.2. Must have the following minimum usable capacity for replication, staging storage and archiving storage (20% SSD & 80% NL SAS) that has a guaranteed 20% buffer available at any given time with no additional cost to DSWD until used.</p> <p>Replication: 1st year: 200TB Total</p> <p>Archiving: 1st year: 100TB Total</p> <p>13.3.3. The supplied infrastructure must be able to cater the required capacity projection for the next 3 years of DSWD.</p> <p>13.3.4. Proposed storage must deliver flexible, multi-tenant enterprise SAN and NAS technology for petabyte-scale primary and secondary storage. With isolated resources, exceptional data security, management control and predictable performance</p> <p>13.3.5. Proposed storage must provide application centric provisioning where array resources like</p>	
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<p>cpu cores, ram and storage resource pool can be assigned to multiple departments or customers without affecting each other's performance. Array resources (CPU, RAM,cache, Disk) must be increased or decreased on demand and online based on application changing demand.</p> <p>13.3.6. Proposed storage must provide dynamic and flexible provisioning capabilities to configure online new capacities and storage performance.</p> <p>13.3.7. Proposed storage must provide a comprehensive multi-tenant, enterprise class storage subsystem with scale out expandability, quality of service, billing, provisioning, monitoring and support all delivered services. Performance on each array must be completely isolated.</p> <p>13.3.8. Proposed storage must provide a solution that enables the customer to consume storage without the need to worry about scaling limits, firmware upgrades, enterprise support agreements or lease agreements.</p> <p>13.3.9. Proposed storage must be scalable to support up to 1000 storage nodes using storage node clustering.</p> <p>13.3.10. Proposed storage must be able to support Block, File, S3, swift and object storage using DFS, CIFS,NFS, ISCSI and FC protocol.</p> <p>13.3.11. Proposed system should be unified storage with capabilities to natively support FC, iSCSI, IP and/or ISER.</p> <p>13.3.12. Proposed storage must have support to run Docker containers inside the array on dedicated resources. In that Container you are now free to run services such as FTP, HTTP, WebDav etc.</p> <p>13.3.13. Proposed solution must have single console management capabilities for array configuration, Protection, SnapShots, Replication, transparent failover etc. It must</p>	
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<p>also provide comprehensive monitoring and reporting capabilities.</p> <p>13.3.14. Proposed solution must provide comprehensive performance and capacity adjustments on the fly to match application-changing needs.</p> <p>13.3.15. Proposed storage must provide integration capabilities to public clouds like AWS, Google and Azure.</p> <p>13.3.16. Proposed storage must provide native support for snapshots, clone, replication and online volume migration.</p> <p>13.3.17. Proposed storage must provide native support for array replication to object storage.</p> <p>13.3.18. Proposed storage must be 100% opex and charged hourly.</p> <p>13.3.19. Proposed solution must provide a reporting tool for fully metered billing/chargeback and performance/capacity monitoring.</p> <p>13.3.20. Proposed storage must provide data protection capabilities using data encryption in flight using IPSEC and also at rest allowing a per array encryption key to be set.</p> <p>13.3.21. Proposed solution must provide multi-tenant(department) storage array provisioning with workload isolation. Configuration must support hybrid drives setup and all SSD arrays.</p> <p>13.3.22. Proposed solution must provide a 24/7 proactive monitoring tool and proactively manage possible issues such as failed components.</p> <p>13.3.23. Proposed solution must provide 100% storage uptime SLA.</p> <p>13.3.24. Proposed storage must have at least 4 x 16Gb FC front end ports, 2 x 1Gb, 2 x 10G, 1 x 40Gb front end ports all active and ready to use.</p> <p>13.3.25. Proposed solution must have all the software licenses included by default like snapshot, clone, replication etc.</p>	
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<p>13.3.26. Proposed solution should provide flexible raid configuration options. Support for RAID 10, 5, 1 and 6.</p> <p>13.3.27. Proposed storage should support SSD (solid-state or flash drive), SAS and NL-SAS drives in one system.</p> <p>13.3.28. Proposed solution must provide multiple levels of access control including role-based security and auditing capability.</p> <p>13.3.29. Proposed solution must have capabilities to monitor and tune the whole system with quality of service.</p> <p>13.3.30. Proposed solution must be able to absorb spikes in both read and write workloads by providing an extended cache style solution, using flash drives.</p> <p>13.3.31. Proposed solution must have one large cache with no Read and Write partitioning and must be able to support 3.8TB cache expansion using SSD.</p> <p>13.3.32. Proposed storage must have no disruptive upgrade on storage firmware and hot fixes. Updates must be done online.</p> <p>13.3.33. Proposed storage must have no disruptive upgrade on storage firmware and hot fixes. Updates must be done online.</p> <p>13.3.34. Proposed storage must have capacity on demand available anytime.</p> <p>13.3.35. Proposed storage must have performance on demand available anytime.</p> <p>13.3.36. Proposed solution must support 100% restful API coverage.</p> <p>13.3.37. Proposed solution must support data in-place upgrade to the newer model at no cost, no EOL and no migration cost.</p> <p>13.4. Technical Support Engineer must have the following credentials:</p>	
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- 13.4.1. Certified Engineer by the hardware/software solution
- 13.4.2. Must have at least three (3) years' experience with the same solution setup.
- 13.5. Monitoring device and mobile data plan for one (1) Administrator
 - 13.5.1. Provision one mobile device with unlimited data plan for monitoring purposes.
 - 13.5.2. must be at least a 6.2" with at least 720x1520 pixels screen with at least 4GB of ROM and 32GB of RAM.
 - 13.5.3. Must have the latest android or Apple operating system.

PROJECT DELIVERABLES

Problems / Issues	Desired Solution
1. No dedicated Enterprise grade storage for backup of critical data	1. Provisioning and configuration of On-premise Storage as a Service which comprises of: <ul style="list-style-type: none"> a. Provide a minimum of 200 TB for the replicated copy of the existing backup from the existing HCI Platform of DSWD the whole year.
2. No Existing Backup Solution capable of transferring HPE Simplicity proprietary storage data	1. Provisioning and configuration of On-premise Backup, and Archiving solution as a Service. <ul style="list-style-type: none"> a. Provide a minimum of at least 100 TB of archiving storage on CO for the whole year
3. No Existing Dedicated Data Replication, Failover	1. Provisioning and configuration of On-premise Replication,

<p>and Disaster Recovery Solution.</p>	<p>Failover and Disaster recovery as a Service,</p> <p>a. Provide up to 90 VMs licenses coverage only</p>	
<p>4. Included Services</p>	<p>1. Provision a Project Management expertise and full documentation of the project</p> <p>1.1. Provide expert project management team to effectively manage the project and provide complete documentation of the project</p> <p>1.2. Provide assistance on the completion, changes and operationalization of DSWD Business Continuity Management Plan</p> <p>2. Management and Operation of the required services</p> <p>2.1. Manages the daily operation, monitoring and support of the services</p> <p>2.2. Co-management with DSWD ICTMS, IMD Systems Administrators</p> <p>3. Provision of Technical Support services for the covered solutions</p> <p>3.1. Must cover 24/7 service level agreement</p>	

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Name of Bidder: _____

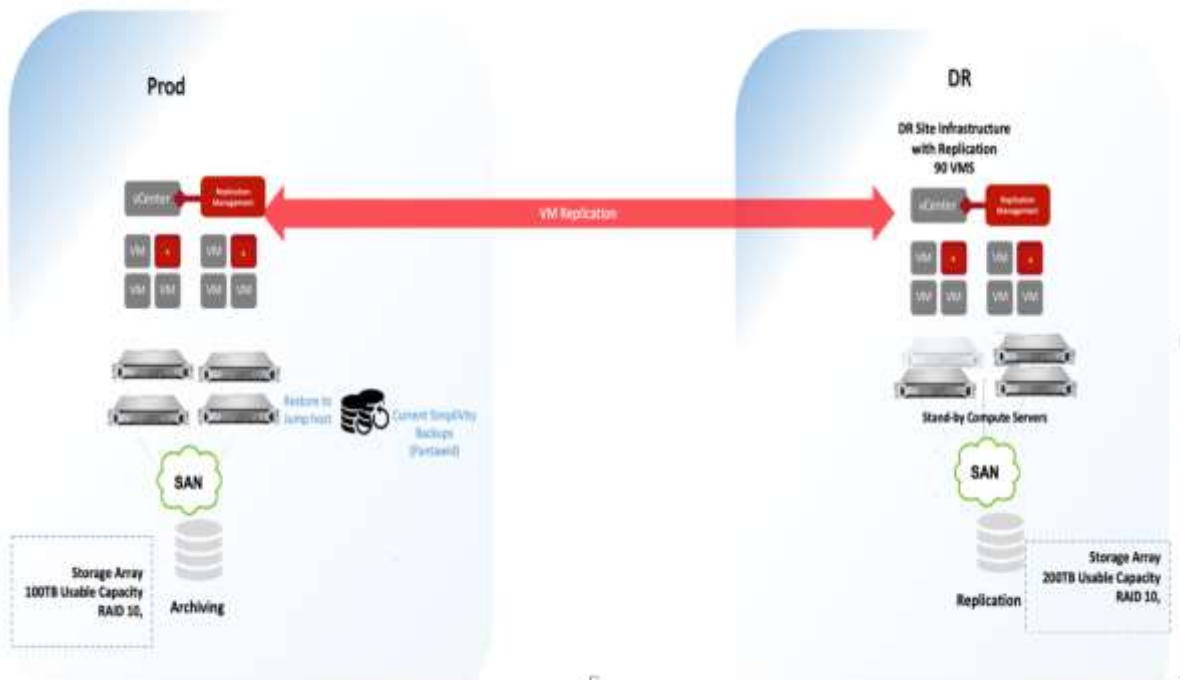
Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Annex "A"

Layout Plan



Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

or

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

Class “B” Documents

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

or

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

FINANCIAL COMPONENT ENVELOPE

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

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

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

Section IX. Bidding Forms

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Contract Agreement Form	64
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Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid ..	72

Bid Form

Date: _____
Invitation to Bid No.: **GOP/21-DSWD-005**

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.

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

Date: _____
 Invitation to Bid No.: _____

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

Date: _____
 Invitation to Bid No.: _____

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: _____

Price Proposal Form

Date: _____
 Invitation to Bid No.: **GOP/21-DSWD-005**

Subscription of a Complete Hardware and Software Infrastructure Solution for Back-up, Disaster Recovery, Storage, and Archiving Solution as a Service for DSWD Central Office and Disaster Recovery Site

Lot No.	Particulars	Quantity	Unit Price <i>(in Phil Peso)</i>	Total Price <i>(in Phil Peso)</i>
1	Subscription of a Complete Hardware and Software Infrastructure Solution for Back-up, Disaster Recovery, Storage, and Archiving Solution as a Service for DSWD Central Office and Disaster Recovery Site	One (1) Lot		
TOTAL CONTRACT PRICE				

Note: In case of discrepancy between unit price and total price, the unit price will prevail. Total Contract Price is inclusive of all applicable taxes.

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Bid Securing Declaration Form

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

BID SECURING DECLARATION Invitation to Bid No.: GOP/21-DSWD-005

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]

Contract Agreement Form

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 Name and Signature]
[Insert Signatory's Legal Capacity]	[Insert Signatory's Legal Capacity]
for:	for:
[Insert Procuring Entity]	[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.

[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]

Bank Guarantee Form for Advance Payment

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

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Certification from Insurance Commission

NOTE: Use this template for the required “Certification from the Insurance Commission”, which shall accompany surety bonds issued for purposes of Bid Security and Performance Security.

[Insurance Commission Letterhead]

CERTIFICATION

This is to certify that [insert Name of Insurance Company] is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as Fire, Marine, Casualty and Surety under [insert Certificate of Authority Number] effective [insert date of period of effectivity], unless sooner revoked or suspended for cause.

It is certified, moreover, that [insert Name of Insurance Company] is likewise authorized under Administrative Order No. 30 to underwrite and issue Performance Bonds, Bidder’s Bonds, and Surety Bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to the Revised Implementing Rules of RA.9184.

It is further certified that [insert Name of Insurance Company] issued a surety bond under [insert Bond No.] to [insert Name of Service Provider or Supplier] in favor of **Department of Social Welfare and Development** in the amount of [insert amount] for the [insert Name of the Project].

This certification is issued upon the request of [insert Name of the Authorized Representative] of [insert Name of Insurance Company], pursuant to Section 39.2(c) of the Revised Implementing Rules and Regulations of RA9184.

Issued on the [insert date] in [insert Place].

For the Insurance Commissioner

[insert name of Authorized Representative]

[insert Position and Office]

Paid under [insert Official Receipt No.]

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) Contract or Purchase Order, (b) Official Receipt(s) or Sales Invoice or (c) User's Certificate of Acceptance/Completion

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Statement of Single Largest Completed Contract (SLCC)³ Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address		Description	%	b. Date Started
	c. Contact Nos.				c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

³ The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.4.

