

PHILIPPINE BIDDING DOCUMENTS



Supply, Delivery, Installation, Configuration, Set-up, Commissioning, and Testing of Hyperconverged Infrastructure Solution and Next Generation Firewall for the Insurance Commission

Government of the
Republic of the Philippines
Insurance Commission

Project Reference Number: 2022 – 10 – 253

Sixth Edition

26 October 2022

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
1071 United Nations Avenue
Manila



INVITATION TO BID

SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, SET-UP, COMMISSIONING, AND TESTING OF HYPERCONVERGED INFRASTRUCTURE SOLUTION AND NEXT GENERATION FIREWALL FOR THE INSURANCE COMMISSION (PROJECT REFERENCE NO. 2022 – 10 – 253)

1. The **Insurance Commission**, through the **Government of the Philippines (GOP) under 2022 Special Fund 151**, intends to apply the sum of **Fourteen Million Five Hundred Thousand Pesos (Php14,500,000.00)**, inclusive of **12% VAT**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply, Delivery, Installation, Configuration, Set-up, Commissioning, and Testing of Hyperconverged Infrastructure Solution and Next Generation Firewall for the Insurance Commission with Project Reference No. 2022-10-253**. Bids received more than the ABC and late bids shall be automatically rejected at bid opening
2. The Insurance Commission (IC), through its Bids and Awards Committee, now invites bids for the **Supply, Delivery, Installation, Configuration, Set-up, Commissioning, and Testing of Hyperconverged Infrastructure Solution and Next Generation Firewall for the Insurance Commission**. Delivery of the Goods is required as indicated in the **Bid Data Sheet**. Bidders should have completed, **within five (5) years from the date of submission and receipt of bids, a contract similar to the Project**. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act." 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 citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
4. Prospective Bidders may obtain further information from the IC-BAC Secretariat at Telephone No. 8523-8461 local 107 or through email (bacsec@insurance.gov.ph) and inspect the Bidding Documents at the address given below from **9:00 A.M. to 4:00 P.M., Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **26 October 2022** from the given address and the IC website (<https://www.insurance.gov.ph/public-bidding/>) and upon payment of the

applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Five Thousand Pesos (Php25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

Kindly sign-up/make an appointment through the **IC Appointment Reservation Systems (ICare)** prior to the official visit to the Insurance Commission through the web application portal: <https://web.insurance.gov.ph/icare/login>

Moreover, starting **26 October 2022**, the Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS), and the IC website (<https://www.insurance.gov.ph/public-bidding/>) provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. To reduce the risks and hazards of community transmission of COVID-19, the **Insurance Commission** will hold a **Pre-Bid Conference** on **07 November 2022, 01:30 P.M.** online via WebEx video conferencing facility (Cisco WebEx Meetings) in accordance with Section 22.3 of the revised IRR of RA 9184, which shall be open to prospective bidders.

Interested bidders may send their request to participate in the Pre-Bid Conference through e-mail. Kindly indicate the company name, full name, designation, and e-mail addresses of the company representatives and send the request to **bacsec@insurance.gov.ph**.

7. Bids must be duly received by the BAC Secretariat manual submission at the office address indicated below on or before **21 November 2022, 12:00 PM**. Late bids shall not be accepted
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **21 November 2022, 1:30 P.M.** at **IC Administrative Division Conference Room, Insurance Commission, 1071 United Nations Avenue, Ermita, Manila**, and online simultaneously via WebEx video conferencing facility (Cisco WebEx Meetings) in accordance with Section 29 of the revised IRR of RA No. 9184. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

Interested bidders may send their request to participate in the Bid Opening through e-mail. Kindly indicate the company name, full name, designation, and e-mail addresses of the company representatives and send the request to **bacsec@insurance.gov.ph**.

10. Each Bidder shall submit one (1) original and two (2) copies of the First and Second components of its bids: A three-envelope system.

11. The **Insurance Commission** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184 without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

MR. ARTURO S. TRINIDAD II

BAC Chairperson
Insurance Commission
1071 United Nations Avenue, Ermita, Manila
8523-8461 local 107
Email address: bacsec@insurance.gov.ph

You may visit the following websites:

For downloading Bidding Documents:
<https://www.insurance.gov.ph/public-bidding>

[ORIGINAL SIGNED]
ARTURO S. TRINIDAD II
BAC Chairperson

___ *October 2022*

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **INSURANCE COMMISSION**, wishes to receive Bids for the **Supply, Delivery, Installation, Configuration, Set-up, Commissioning, and Testing of Hyperconverged Infrastructure Solution and Next Generation Firewall for the Insurance Commission**, with identification number **Project Reference No. 2022-10-253**.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below **2022 Special Fund 151** in the amount of **Fourteen Million Five Hundred Thousand Pesos (Php14,500,000.00), inclusive of 12% VAT**.

2.2. The source of funding is the **2022 Special Account in the General Fund (SAGF) 151 / Insurance Fund 151**.

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:
 - a. 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;
 - b. 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;
 - c. When the Goods sought to be procured are not available from local suppliers; or
 - d. 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 **Subcontracting is not allowed.**

- 7.2. Subcontracting 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 through videoconferencing/webcasting as indicated in **Paragraph 6** of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC, as indicated in **ITB** Clause 5.3, should have been completed **within five (5) years from the date of submission and receipt of bids, a contract similar to the Project** 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 the delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in **Section VII. Technical Specifications**
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for

purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

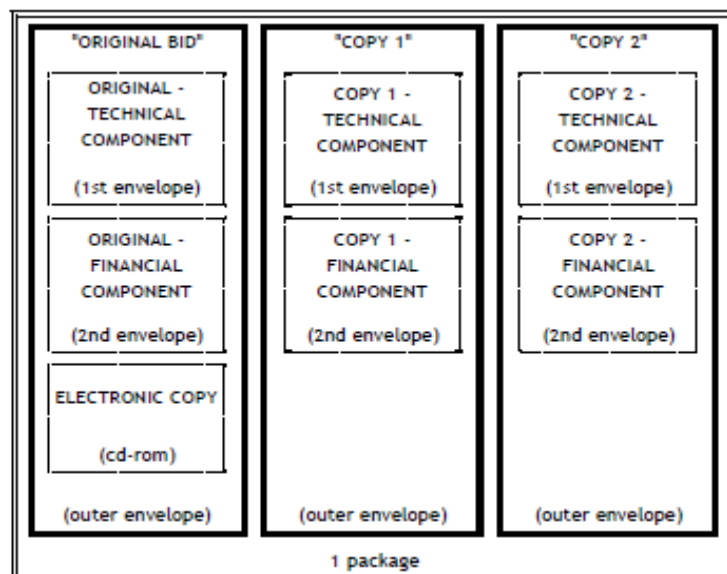
14.2. The Bid and bid security shall be valid until **21 March 2023**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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.

Each Bidder shall submit one (1) original and three (3) copies of the technical and financial components of its bid as illustrated below:



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.

In addition, all documents comprising the Technical and Financial Components shall be electronically scanned and recorded in a compact disc read-only memory [CD-ROM]. This CD-ROM shall be marked as “ELECTRONIC COPY” and shall be put inside the sealed envelope labeled “ORIGINAL BID”.

All submissions must be contained and sealed in one (1) package.

Each sealed Bid shall be labeled as follows:

<p><HEADER/LABEL> ATTENTION : THE BAC CHAIRPERSON INSURANCE COMMISSION 1071 United Nations Avenue, Ermita Manila, 1000</p> <p>NAME OF PROJECT : <u>SUBSCRIPTION OF OPEN-SOURCE DATABASE MANAGEMENT SYSTEM AND OPERATING SYSTEM LICENSES, ENTERPRISE EDITION</u></p> <p>PROJECT REFERENCE NO. : 2018 - 05 - _____</p> <p>DATE AND TIME OF OPENING BIDS : <u>BIDDER'S NAME AND SIGNATURE</u></p> <p>ADDRESS : <u>BIDDER'S ADDRESS</u></p> <p><i>DO NOT OPEN BEFORE DATE AND TIME OF OPENING OF BIDS</i></p>
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<HEADER/LABEL> shall be:

1. **“ORIGINAL BID PLUS TWO COPIES INSIDE”** – for the bid package
2. **“ORIGINAL BID”** – for the 1st outer envelope
 - 1.1 **“ORIGINAL - TECHNICAL COMPONENT”** – for the 1st envelope inside the 1st outer envelope
 - 1.2 **“ORIGINAL - FINANCIAL COMPONENT”** – for the 2nd envelope inside the 1st outer envelope
 - 1.3 **“ELECTRONIC COPY”** – CD-ROM
3. **“COPY 1”** – for the 2nd outer envelope
 - a. **“COPY 1 - TECHNICAL COMPONENT”** – for the 1st envelope inside the 2nd outer envelope
 - b. **“COPY 1- FINANCIAL COMPONENT”** – for the 2nd envelope inside the 2nd outer envelope
4. **“COPY 2”** – for the 3rd outer envelope
 - a. **“COPY 2 - TECHNICAL COMPONENT”** – for the 1st envelope inside the 3rd outer envelope
 - b. **“COPY 2- FINANCIAL COMPONENT”** – for the 2nd envelope inside the 3rd outer envelope

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, the attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. 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:

The Project shall be awarded One (1) 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

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC</p> <p>b. Completed within Five (5) years prior to the deadline for the submission and receipt of bids.</p>								
7.1	Subcontracting is not allowed								
12	The price of the Goods shall be quoted DDP 1071 United Nations, Ermita Manila , or the applicable International Commercial Terms (INCOTERMS) for this Project.								
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Approved Budget for the Contract (P)</th> <th style="text-align: center;">Amount Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%) (P)</th> <th style="text-align: center;">Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%) (P)</th> <th style="text-align: center;">Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">14,500,000.00</td> <td style="text-align: center;">290,000.00</td> <td style="text-align: center;">725,000.00</td> <td style="text-align: center;">No required Amount</td> </tr> </tbody> </table> <p>1. The amount of not less than <u>Two Hundred Ninety Thousand Pesos (Php290,000.00)</u> [2% of 14,500,000.00], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>2. The amount of not less than <u>Seven Hundred Twenty Five Thousand Pesos (Php725,000.00)</u> [5% of Php14,500,000.00] if bid security is in Surety Bond;</p> <p>If the Bid Security is in the form of cashier's/manager's check, the payee shall be "INSURANCE COMMISSION."</p>	Approved Budget for the Contract (P)	Amount Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%) (P)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%) (P)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)	14,500,000.00	290,000.00	725,000.00	No required Amount
Approved Budget for the Contract (P)	Amount Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%) (P)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%) (P)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)						
14,500,000.00	290,000.00	725,000.00	No required Amount						
15	Additional instructions were stated in ITB Number 15								
19.3	The Project will be awarded in One (1) Lot:								

Lot No.	Quantity		Item/Description	Approved Budget for the Contract
1	1	lot	Supply, Delivery, Installation, Configuration, Set-up, Commissioning and Testing of Hyperconverged Infrastructure Solution and Next Generation Firewall for the Insurance Commission	₱14,500,000.00

20.2	<p>Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification:</p> <ol style="list-style-type: none"> 1. Present original copy and submit certified true copy of the following: <ol style="list-style-type: none"> a. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives; b. Valid and current Business/Mayor's Permit issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas; c. Valid and current Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); d. Audited Financial Statements (AFS) for CY 2021 received (with stamped receipt or with attached copy of acknowledgment thru email) by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2022; e. 2021 Annual Income Tax Return and Latest Income Tax Returns per Revenue Regulations 3-2005; Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission (including copy of VAT returns and corresponding payments for the last 6 months); f. POs or Contracts for all Ongoing Contracts as listed per submitted Annex I with corresponding contact details (contact person, contact number & e-mail address); g. POs, Contracts or any equivalent document as proof of at least five (5) years of experience in providing similar contracts (supply, delivery and installation of servers) with active contact details; h. Certificate of Performance Evaluation (Annex VII) or equivalent document with a rating of at least Satisfactory issued by the Largest Contract/s Client/s of the bidder per submitted Annex I-A. The certification/document must indicate that the evaluation was based on the bidder's performance on timely delivery, compliance to specifications, warranty and after sales service.
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(In case of a Joint Venture between local companies, both partners must present/submit above item a. In case of a foreign partner, must present/submit a Corporate Financial Statement or Annual Report)

2. Submit original copy of the following:

- a. Company Profile (per **Annex VIII**). Company printed brochure may be included.
- b. Vicinity map/location of the business.
- c. Certification or any equivalent document as proof that the bidder is a server solutions provider for at least five (5) years in the Philippines for the brand being offered.
Note: Said document must be dated not later than 2017
- d. Certification or any equivalent document that the bidder has its 24/7 helpdesk support system via phone and email support which includes the following:
 - i. Single point of Contract for Problem Reporting
 - ii. Technical Engineer Dispatch Facility
 - iii. Case Logging and Monitoring
 - iv. Technical Support History and Reporting
- e. Brochure (original or internet download/Technical Data Sheet or equivalent) of the following items/services being offered showing compliance to the technical specifications attached with its corresponding computation. *(If not in English, please refer to Clause 10.3 of the Instructions to Bidders and Section 23.2 of the 2016 Revised IRR of RA 9184):*
 - i. HCI Server Appliance
 - ii. Network Equipment
 - iii. HCI Features
 - iv. Next Generation Firewall

(In case of Joint Venture, both partners must present/submit items a and b)

- 3. Present original copy of the End-User's Acceptance or Official Receipt/Sales Invoice relative to the Single Largest Completed Contract per submitted IC Form No. 4**
4. Submit certified true copies of the Eligibility, Technical and Financial Documents in two (2) sets, marked as "COPY 1" and "COPY 2"
5. Submit digital/scanned copy of the Eligibility, Technical, Financial and Post-qualification documents stored in Universal Serial Bus (USB) flash drive.

Failure of the supplier, declared as Single/Lowest Calculated Bid (S/LCB), to duly submit the above requirements or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Supplier for award.

	<i>N.B. Documents submitted during post-qualification as part of post-qualification documents, must be certified by the authorized representative to be true copy/ies from the original.</i>
21.2	No further instructions

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>The Project Site is:</p> <p>INSURANCE COMMISSION 1071 United Nations Avenue Ermita, Manila</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to Insurance Commission, 1071 United Nations Avenue, Ermita, Manila. 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 Representatives at the Project Site are JUAN CARLO R. FLORENCIO AND JOEL LORENZO L. MALING of the Information Technology Division.</p> <hr/> <p>Incidental Services –</p> <p>The Supplier is required to provide all the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements

Packaging –

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

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

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

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

	<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>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</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 in accordance with GCC Clause 22.</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>

	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof.
2.2	Payment shall be made in accordance with Section VI. Schedule of Requirements and upon completion of the contract and submission of complete documentary requirements in accordance with prevailing accounting and auditing rules and regulations.
4	The inspections and tests that will be conducted are: (a) Inspection conducted by the Internal Control Unit of the Procuring Entity; and (b) IT Personnel of the Insurance Commission

Section VI. Schedule of Requirements

The delivery schedule expressed as days stipulates hereafter as delivery period, which is the date of delivery to the project site.

1. The delivery schedule shall be as indicated below:

Project Milestone	Description of the Project	Qty	U/M	Delivered, Weeks/Months
1	Project Plan, Architecture, Design Plan; and Project Kick-Off	1	lot	<i>Within Thirty (30) Calendar Days from receipt of Notice to Proceed</i>
2	Delivery of hardware and software/licenses, initial testing, and pre-configuration of equipment	1	lot	<i>Within Ninety (90) Calendar Days from receipt of Notice to Proceed</i>
3	Hardware Installation, Configuration, and implementation	1	lot	<i>Within Thirty (30) Calendar Days from the completion of Project Milestone 2</i>
4	End-User and Administration Training	1	lot	
5	Project Closure and handholding	1	lot	

2. Service Level Agreement/Warranty Certificate

The winning bidder must submit an implementation Schedule indicating the required activities and the date of implementation, Sales/Service Invoice, and Service Level Agreement (SLA)/Warranty Certificate.

3. Acceptance

Acceptance shall be issued upon compliance with the foregoing. All deliverables mentioned above shall be checked by IC and complied with by the winning bidder before the final acceptance and turnover of the project.

4. Liquidated Damages

- i. Liquidated Damages will be imposed if the delivery of the required documents and/or any deliverables will not be accomplished by the winning bidder as specified in the delivery schedule.
- ii. The applicable rate for the liquidated damages is one-tenth (1/10) of one (1) percent of the total bid price of the winning bidder for every day of delay.

5. Payment Terms

Project Milestone	Description	Activities	Delivered, Weeks/Months	% Payment of Contract Price
1	Project Plan, Architecture, Design Plan; and Project Kick-Off	<ul style="list-style-type: none"> • Project Kick-off • Data Gathering • Preparation of pre-requisites • Final detailed Implementation Plan • Roles and Responsibilities • Submission of Project Management Plan 	<i>Within Thirty (30) Calendar Days from receipt of Notice to Proceed</i>	20%
2	Deliverables of Hardware and Software	<ul style="list-style-type: none"> • Delivery of hardware and software/ licenses, initial testing, and pre-configuration of equipment 	<i>Within Ninety (90) Calendar Days from receipt of Notice to Proceed</i>	50%
3	Training and Knowledge Transfer	<ul style="list-style-type: none"> • End-User and Administration Training • Knowledge Transfer 	<i>Within Thirty (30) Calendar Days from the completion of Project Milestone 2</i>	30%
5	Project Closure and Turnover of Project	<ul style="list-style-type: none"> • Go Live Certificate • Proof of Successful Completion • Full Documentation <ul style="list-style-type: none"> - As-Built Plan - Operation and Maintenance Manuals - Warranty of Certificates - User's Acceptance Test 		

I hereby certify to comply with and deliver all the above requirements.

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

Telephone/Fax Number

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Insurance Commission

TERMS OF REFERENCE	
HYPER-CONVERGE INFRASTRUCTURE SOLUTION AND NEXT GENERATION FIREWALL	
I	Background:
	<p>Building on the previously established LAN, WAN, and IP Telephony project, which has enhanced its Internet/Network Operations along with its Integrated Voice/Data Communication platform, the ITD of the Insurance Commission is looking to enhance and improve its infrastructure to support its operational activities to deliver better quality of services to its internal and external stakeholders. Such planned activities will include application and software systems development which may be either in-house or outsourced, and the enhancement of resource availability, utilization, and scalability by adaptation of new technologies such as Hyper-Converged Infrastructure in its portfolio.</p> <p>In addition, the threat landscape has significantly changed in the past few years. To enhance our security posture, the Commission needs to deploy a next-generation firewall to better manage all these emerging threats.</p> <p>By supporting the core business of the Commission through the optimization of the IC-ITD ICT infrastructure with continuous improvement, the ITD aims to deliver on its goal of efficiency and effectiveness of the IT support experience for stakeholders while minimizing risks and enhancing security.</p>
II	Objectives:
	<p>The goal of the project is to procure a Hyper-Converged Infrastructure (HCI) appliance and Next Generation Firewall for the purpose of upgrading and modernizing the existing infrastructure. The existing infrastructure consists of outdated on-premise standalone physical servers that are not scalable and legacy firewall and thus the urgency in the execution of the project. The following are the primary objectives of the project:</p> <ol style="list-style-type: none"> 1. Supply, Delivery, Installation, Configuration, Testing and Migration of the proposed Hyper-Converged Infrastructure (HCI) appliance and Next Generation Firewall with minimal interruption to the IC's existing operations; 2. Refresh and upgrade the current hardware/software to allow for increased capacity on compute, network and storage in a consolidated virtualized environment utilizing hyper-converged infrastructure. The IC wishes to harness the advantages of Hyper-converged Infrastructure, such as high availability and scalability, which will meet its' current requirements and future-proof its' infrastructure; 3. To improve the security posture of the IC by deploying a next-generation firewall to better manage the everchanging threat

	<p>landscape and migrating and enhancing the existing policies and configuration on the current firewall to the Next Generation Firewall; and</p> <p>4. Ensure secured, seamless access, high availability and real-time exchange of information by improving upon on the uptime and redundancy of the servers by deploying HCI based technology.</p>		
III	General Requirements		
	The Project requires the procurement of the following:		
ITEM NO.	PARTICULARS	QTY	U/M
1	Hyper-Converged Infrastructure (HCI) Solution	3	nodes
2	Top of Rack Switches	2	sets
3	Next-Generation Firewall	1	set
4	Scope of Work	1	lot
IV	Detailed Technical Specifications		
1.	1.1 Hyper-Converged Infrastructure (HCI) Solution		
	1.1.1 The proposed solution should be a Hyper-Converged Appliance that comes pre-installed with various software, including Software Defined Storage with Enterprise-class Storage Services, replication with management and associated hypervisor		
	1.1.2 Proposed solution must be “Hyper Converged Infrastructure” listed in the leaders’ quadrant of the latest IDC for Hyper Converged Infrastructure. The proposed Solution should be an HCI Appliance with pre-integrated, factory-installed components, including HCI hardware and HCI software, with single support for both HCI software and hardware		
	1.1.3 Fully Software Defined Infrastructure (Compute, Network, Storage and Management). Technology must be software-defined, so that the technology is all integrated and cannot be broken out into separate components of Server and functional Storage on its own.		
	1.1.4 The storage solution with the HCI should have in-built software defined storage capability integrated within the Hypervisor kernel itself and not using virtual storage controller architecture.		
	1.1.5 HCI Solution should be able to be configured using either Hybrid (HDD) or All-Flash (SSD/NVMe) storage type		
	1.1.6 HCI System should provide a single upgrade of both the software stack and hardware firmware & drivers.		
	1.1.7 HCI System solution should have a Single Pane of Glass to monitor and manage the Software and Hardware stack from a single Console.		

	1.1.8 HCI system should not have any single point of failure. The solution must maximize data availability to keep business operational across the enterprise, with a goal of 99.999% uptime.
	1.1.9 Solution must be constituted as a single product consisting of hyper-converged nodes, hardware virtualization, storage virtualization, network connectivity, and management system. Support must be delivered in a unified way with a single support contract authorized to take support calls for both the hardware and software on the appliance.
	1.1.10 The manufacturer of the Solution must provide a single point of contact direct telephone and issue resolution service delivered by a unified support center, which must assist with all issues associated with network, hardware, storage, and virtualization components
	1.1.11 Solution must offer an integrated support application with recording or log functionality to provide a view of hardware and software events and report the status of the hardware to the manufacturer automatically
	1.1.12 Proposed HCI solution should be able to connect directly to any Datacenter class Network Switches without the need of any specialized hardware for TOR networking
	1.1.13 Proposed HCI solution should have a Single Vendor Support for the entire components in the solution.
	1.1.14 Solution must have predictive failure analytics with proactive alert notifications. HCI Solution should provide a Dial Home facility to proactively engage the support team for quicker hardware replacement and resolution.
	1.1.15 HCI system should be able to start as small as two (2) nodes for Remote Office Branch Office requirements and three (3) nodes for Standard Datacenter deployment and should be scalable up to 64 HCI nodes in the same cluster. All 64 nodes within the same cluster should be able to provide storage and compute for virtual machines/applications
	1.1.16 Storage scalability should be supported with minimum building block expansion based on required capacity and support as small as one disk expansion per HCI node.
	1.1.17 Should be based on modular scalable architecture having the ability to add, auto-discoverable nodes; it must support automated cluster deployment, configuration, and non-disruptive updates.
	1.1.18 Solution must be able to handle expected and unexpected growth easily, cost-effectively, and with minimal disruption to business activities by adding nodes and drives without taking the cluster offline.
	1.1.19 Solution must be able to support multiple generations of server hardware with varied configurations in the same cluster to provide an evergreen cluster for hyper-converged infrastructure.

	1.1.20 HCI system should be SCALE UP and SCALE OUT Design. Within the existing node should support hardware upgrades like Memory, Storage disks (Cache and Capacity), PCIe hardware FC HBA, NICs, GPU etc.
	1.1.21 HCI System should be an extensible infrastructure by providing integration with third-party tools for automation and orchestration through industry standard toolsets like REST API, PowerShell, etc.
	1.1.22 Proposed HCI solution should have native Swagger integration for REST API.
	1.1.23 The solution should be scalable in a non-disruptive manner by adding additional nodes to the cluster at a later point of time without having to power down any nodes.
	1.1.24 Single button non-disruptive rolling upgrades of Hyper converged system software and system hardware firmware from the same management GUI console.
	1.1.25 Solution must have an integrated GUI console that performs functions related to the hardware, such as the provisioning of new nodes, upgrading system patches, checking the status of the system, and shutting down the system
	1.1.26 Hardware maintenance tasks like Hard disk replacement and Node replacement and subsequent HCI node bring-up task should be totally automated.
	1.1.27 Hardware expansion and Cluster expansion by adding HCI Nodes into existing cluster tasks should be automated.
	1.2 HCI Storage
	1.2.1 HCI's Software Define storage Should provide high-resilient shared storage capacity for Virtual environment
	1.2.2 The solution shall provide a data caching tier that supports SSD or NVMe. HCI system should be capable of supporting multiple Cache Drives for high availability and enhanced performance within the same HCI Node.
	1.2.3 The software-defined storage as part of the HCI solution should ideally be integrated within the hypervisor kernel to provide better performance and resiliency and reduce less memory and CPU overhead and not use virtual storage controller architecture.
	1.2.4 HCI Software Defined Storage system should be a self-healing architecture and should re-balance/re-sync in the event of hardware failure and during hardware expansion to align with Defined Storage Service Levels
	1.2.5 Shared Storage must be created by clustering server-attached disks (like SSDs, HDDs, NVMs etc.) and should not use any external storage devices (like NAS, SAN etc.)
	1.2.6 The solution should support Online Analytics on Health of the storage and provide predictive alerts.
	1.2.7 Should provide Block Level Support for real-time data storage tiering between SSD Cache Layer and Data layer to deliver and maintain optimal performance.

	1.2.8 Storage should be of object based distributed architecture with no data locality of data written to a node.
	1.2.9 HCI Software Defined storage should bring together multiple independent HCI clusters by enabling cross-cluster utilization of remote storage capacity. This is to efficiently utilize and consume data center resources, which provides simple storage management at scale.
	1.2.10 The solution should deliver zero data loss capability in case of disk, host, network, or rack power failure.
	1.3 HCI Hypervisor
	1.3.1 Virtualization software shall provide a virtualization layer that sits directly on the bare metal server hardware with no dependence on a general-purpose OS for greater reliability and security.
	1.3.2 It should support features like snapshots & cloning of individual virtual machines, non-disruptive Scale-Up & Scale-Out to grow capacity and/or performance whenever required. It should provide ease of use wizard for snapshot scheduling and instant batch cloning of Virtual machines
	1.3.3 Hypervisor layer should support live migration of running virtual machines from one physical node to another with zero downtime, continuous service availability, and complete transaction integrity transparent to users.
	1.3.4 In the event of a node failure, virtual machines should automatically be restarted on another node.
	1.3.5 Hypervisor shall provide the ability to hot add CPU and memory, hot-plug disks and NICs (provided the same is supported by guest OS) to virtual machines
	1.3.6 HCI solution should provide a centralized interface from which you can configure, monitor, and administer virtual machine access switching for the entire Virtual Data Center. This will simplify virtual machine network configuration, Enhanced network monitoring and troubleshooting capabilities, Support Network QOS for virtual machines and support for advanced networking features
	1.3.7 The solution should allow administrators to manage and reserve (allocate a share of the memory, CPU and storage) resources for a business group or LOB to use.
	1.3.8 The virtualization management software should have the ability to live migrate VM files from one storage array to another without any downtime. Support this migration from one storage protocol to another (ex. iSCSI, NFS, VMFS)
	1.3.9 HCI hypervisor should support Virtual Machine Fault Tolerance to eliminate downtime for VM/Application during HCI node failure
	1.3.10 Virtualization software should provide enhanced visibility into storage throughput and latency of hosts and virtual machines that can help in troubleshooting storage performance issues.

	1.4 HCI Business Continuity
	1.4.1 Solution must have the capacity to replicate virtual machines to an external system based on the same hypervisor. The external system may or may not be hyper-converged, made by the same manufacturer or a third party.
	1.4.2 Proposed solution should allow centralized creation and management of recovery plans directly. Automatically discover and display virtual machines protected by the HCI solution.
	1.4.3 Proposed solution should use VM or datastore based replication to asynchronously replicate VMs or datastores across hyper converged systems in different sites based on configurable schedules of up to 5-15 minutes RPO
	1.4.4 Both Asynchronous and Synchronous replication to be supported per VM with any point in time recovery for critical VM.
	1.4.5 Proposed Solution should be able to customize the shutdown of low-priority virtual machines at the failover site to get more resources or proper utilization of resources for the critical workloads
	1.4.6 Proposed solution should provide multiple point-in-time recovery which will allow reversion to earlier known states with data integrity.
	1.4.7 Proposed solution should have storage-agnostic replication that supports use of low-end storage, including direct-attached storage and also provides host-based replication which will replicate only changed blocks to increase network efficiency.
	1.5 HCI Security
	1.5.1 Centralized Logging to collect logs of Infrastructure components of HCI solution.
	1.5.2 The solution should support Online Analytics on Health of the storage and provide predictive alerts.
	1.5.3 Online portal should provide advanced metrics, capacity planning, Global Visualization, collect and analyze telemetry data based on Machine Learning to detect patterns and behavior and subsequently trigger health events and remediation steps for HCI system.
	1.5.4 Single dashboard to manage and provision virtual machines, network, storage, monitor performance and manage events & alerts.
	1.5.5 The solution must provide consolidated view for the entire HCI to identify potential bottlenecks in performance.
	1.5.6 The Virtualization Management Solution should provide APIs to cater to external orchestration and management tools.
	1.5.7 For easy troubleshooting both hardware and software logs to be collected from a Single GUI.

	1.5.8 Both hardware and software events of HCI system should be provided in single management GUI platform.
	1.5.9 Single GUI for one click updates of entire HCI stack including both software and hardware components
	1.6 HCI Nodes Specifications
	1.6.1 HCI Solution to provide minimum of THREE (3) number of nodes
	1.6.2 Each HCI node should be configured with minimum 2 CPU 6336Y Gold, 24cores each processor @ 2.4 GHz Ice Lake Processor or latest available at time of bidding for the entire cluster
	1.6.3 Each HCI node should be configured with minimum 512 GB of memory working @ 3200MHz speed.
	1.6.4 Each HCI Node should be configured with 4 x 10 Gbps Base-T Copper RJ45 NIC Card.
	1.6.5 Each node should have at least 10x 4TB 7.2K RPM NLSAS Capacity Drives and 2x 1.6TB SSD SAS Cache Drive
	1.6.6 Each node must have the required licenses of Hypervisor and Software Defined Storage
	1.6.7 Separate drives which are Boot Optimized Storage System (BOSS) apart from the capacity drives requested, need to be considered (in redundancy) for Booting the Virtualization Hypervisor.
	1.6.8 If required, Network Card Level redundancy should be made available for Management and Virtual Machine/Application traffic both on On-Board card and PCI-e based NIC card ports.
	1.6.9 HCI system should be able to support NVDIMMs to support use cases like In Memory Databases.
	1.6.10 To ensure investment protection of customer's existing system, HCI system should be capable to support connecting External IP based or FC based storage array through PCIe based NICs or FC HBA cards respectively in the future.
	1.6.11 THREE (3) Years Support Warranty Maintenance 24/7 Mission Critical Support 4 Hours Response Time
2	2.1 Top of Rack Switches
	2.1.1 Please provide the proposed Switch brand and model
	2.1.2 The proposed switch must include TWO (2) Units of Network Switch
	2.1.3 Intelligent Switch that supports maximum 28-Port 10Gbe Base-T Copper and 2-Ports QSFP28
	2.1.4 The Top of Rack switches must have the following specifications and features PER UNIT: i. 28x Ports of 10Gbe BASE-T Copper
	2.2 The switch must have the following specifications and features:

	2.2.1 Multi-functional 1/10 GbE Base-T switching in High-Performance Computing Clusters.
	2.2.2 960Gbps (full-duplex) non-blocking, cut-through switching fabric delivers line-rate performance under full load
	2.2.3 VXLAN gateway functionality support for bridging and routing the non-virtualized and the virtualized overlay networks with line rate performance
	2.2.4 Converged Network support with DCB
	2.2.5 Redundant, hot-swappable power supplies and fans
	2.2.6 Consistent DevOps framework across compute, storage and networking elements
	2.2.7 Standard networking features, interfaces, and scripting functions for legacy network operations integration
	2.2.8 Pervasive, unrestricted developer environment via Control Plane Services (CPS).
	2.2.9 Three (3) Years Support Warranty Maintenance: 24/7 Support 4 Hours Response Time
	2.3 Training
	2.3.1 Bidder must include a Formal & Official Classroom Training (System Administrator) for the Hyperconverged Solution for three (3) IC personnel
	2.4 Additional Requirement
	2.4.1 Project design, commissioning (delivery, installation, configuration, migration, and testing)
	2.4.2 Must submit certificate of satisfaction from at least two (2) clients of similar projects with Insurance Commission
	2.4.3 The winning bidder shall be responsible for the supply and delivery which includes ordering, shipping, insurance, Customs clearance, release, and transportation of all equipment/system necessary for the project;
	2.4.4 The prospective bidders must provide Certificate as Authorized Distributor/Dealer/Reseller from the Manufacturer/Principal of the brands being offered.
	2.4.5 All prospective bidders must submit their proposed Service Level Agreement (SLA) along with Scope of Work. To ensure the quality of products offered and assurance for immediate and competent implementing and after-sales technical engineers, the prospective bidder must conform to the following: <ul style="list-style-type: none"> i. at least One (1) Certified Engineer of their Proposed HCI ii. at least two (2) Certified Engineers of their Proposed Enterprise Storage iii. at least two (2) Certified Engineers of their proposed Virtualization Platform

	2.4.6 Must have certified engineers with signed curriculum vitae that will be involved in the software and/or equipment maintenance, with at least three (3) years of experience working in similar field of engagement.
3	One (1) Unit Next Generation Firewall
	3.1 Next-Generation Firewall (NGFW)
	3.1.1 The NGFW must deliver at least 14.5 Gbps of real-world production throughput (includes application identification and layer-7 firewall).
	3.1.2 The NGFW must deliver at least 5.9 Gbps of real-world production threat prevention throughput (includes application identification, layer-7 firewall, IPS, anti-malware, anti-spyware, URL filtering).
	3.1.3 The NGFW shall support 1.4 M concurrent sessions.
	3.1.4 The NGFW shall have at least Twelve (12) 1G/2.5G/5G/10G interfaces;
	3.1.5 Dedicated out-of-band MGMT
	3.1.6 Dedicated High Availability (HA) interfaces
	3.1.7 NGFW must include 1-year Maintenance subscription & warranty
	3.1.8 The NGFW must have visibility into applications regardless of ports and protocols being used in the environment.
	3.1.9 The NGFW shall use dedicated processing units and memory for the key functional areas of networking, security, threat prevention, and management.
	3.1.10 The NGFW shall have a security-specific Operating System (OS) and built as an appliance (not on generic hardware) and shall handle traffic in a single-pass manner.
	3.1.11 The NGFW manufacturer must be in the Gartner's Leaders Magic Quadrant in the last 5 years for Enterprise Firewall.
	3.1.12 The NGFW manufacturer must have certifications on the following industry standards: <ul style="list-style-type: none"> i. Must have ISO 27000 certifications ii. Service Organizations Control 2 (SOC2) for cloud-based advanced malware analysis platform
	3.2 Threat Prevention Features
	3.2.1 Must have natively integrated IPS, anti-spyware, anti-malware, and Command-and-Control (C2) prevention capabilities.
	3.2.2 Must be able to perform stream-based antivirus inspection and not proxy-based or store-and-forward traffic inspection.

	3.2.3 Must be able to block known network and application-layer vulnerability exploits.
	3.2.4 Must have a correlation engine that looks for predefined indicators of compromise network-wide, correlates matched indicators, and automatically highlights compromised hosts, reducing the need for manual data mining.
	3.2.5 Must have the capability to act as a multi-factor authentication gateway for various enterprise applications to prevent credential theft and abuse that may lead to unauthorized access, modification, and stealing of sensitive data.
	3.2.6 Must have the ability to apply predictive analytics to interrupt bad actors that uses DNS for C&C or data theft
	3.3 Management, Reporting, Logging, and Policy Checking
	3.3.1 Must be manageable from web-based Graphical User Interface (GUI) and Command-Line Interface (CLI) without the need for external servers or appliances, at the same time with a capability to be managed centrally.
	3.3.2 Must be able to delegate appropriate role-based administrative access controls to administrators.
	3.3.3 Must have the ability to automatically correlate indicators of threats from traffic and threat logs for improved visibility and context.
	3.3.4 Must have a highly customizable user interface for applications, users, content, and security threats.
	3.3.5 Must have a reporting management system capable of generating reports on a manual ad-hoc or schedule (daily, weekly, monthly, etc.) basis without the need of any additional software subscription, licenses, or hardware components.
	3.3.6 The firewall Layer 7 functionality must have application dependency checks and warnings that notify the administrator when dependent applications must be added to a policy rule in order for a given application or applications to operate properly.
	3.4 DNS Security Feature:
	3.4.1 Must be able to automatically secure your DNS traffic by through DNS Security service, a cloud-based analytics platform providing your firewall with access to DNS signatures generated using advanced predictive analysis and machine learning, with malicious domain data from a growing threat intelligence sharing community.
	3.5 URL Filtering Features
	3.5.1 Must have natively integrated URL filtering capabilities.
	3.5.2 Must have a local database of URL categories for faster response and not primarily dependent on cloud database inquiries. License must be perpetual and must still function even if expired.

	3.5.3 Must have an automated cloud-based dynamic URL categorization for classifying unknown websites.
	3.5.4 Must have a specific category for Malware, Phishing, Command-and-Control, Proxy Avoidance and Anonymizers, among other usual web categories.
	3.5.5 URL Database stopping known threats and cloud delivered web security engine powered by machine
	3.5.6 The ability to have granular controls and policy settings that enables administrate to automate security actions based on users, risk ratings and content categories.
	3.5.7 Beyond webpage crawling to analyze live web content, disrupting attackers, and identifying the true nature of malicious sites hiding behind evasive techniques.
	3.5.8 Utilize URL categories to set off additional security procedures automatically, such as selective TLS/SSL decryption for suspicious sites.
	3.5.9 Credential theft protection
	3.5.10 Selective SSL Decryption

ITEM	DESCRIPTION	QTY	U/M
4	4.1 Scope of Works	1	lot
	The scope of this project covers supply and delivery of a hyper converged infrastructure platform and next-generation firewall to refresh and improve capacity and performance of the underpinning server and firewall resources of IC. The project also include professional services for the installation and integration of the solution into IC current infrastructure, migration of production workloads, testing, documentation, and support and maintenance of the system. The project also includes knowledge transfer components to ensure IC technical staff are able to address first level support to the infrastructure.		
	4.1.1 Installation and Testing		
	The winning bidder must:		
	4.1.1.1 Supply, delivery, installation, and commissioning of Hyper-Converge Infrastructure (HCI) Solution and Next Generation Firewall (NGFW) Application		
	4.1.1.2 Conduct Project Management		
	4.1.1.3 Conduct initial Project Kick Off.		
	4.1.1.4 Create Project team for IC and winning bidder.		
	4.1.1.5 Formulate Project Implementation Plan, Prepare, Present and Sign off Scope of Work (SOW) to IC.		
	4.1.1.6 Conduct Final Project Kick Off		
	4.1.1.7 Migration of existing Server and Firewall configuration or policies		

	4.1.1.8 Implementation of the new HCI and NGFW
	4.1.1.9 Re engineering of current Network Infrastructure of IC to maximize the new HCI and NGFW equipment if needed.
	4.1.1.10 Mount all new equipment into rack and install all included components.
	4.1.1.11 Harness all UTP cables, FC cables and power cables.
	4.1.1.12 Update the firmware of all new equipment.
	4.1.1.13 Connect the new HCI and NGFW; interconnect modules to existing local area network
	4.1.1.14 Set all necessary settings and configuration of new equipment to ensure that they are compatible and connected to existing IC setup.
	4.1.1.15 Provide all the needed components to complete the setup and connections.
	4.1.1.16 Conduct intensive testing together with IC IT personnel to achieve the functionality and benefits of the new equipment. Provide actual results of the testing of the installed devices.
	4.1.1.17 All Goods shall be tested for Twenty Four (24) hours of continuous use upon installation and commissioning.
	4.1.1.18 Correction of defects shall be within ten (10) working days prior to commissioning.
	4.1.1.19 All levels of testing shall be conducted at the site.
	4.1.1.20 Performance tuning shall be conducted to ensure resilient performance of the equipment.
	4.1.2 Warranty/Maintenance/Technical Support/Availability
	4.1.3 The HCI shall cover warranty on parts, labor and on-site visit for THREE (3) YEARS .
	4.1.4 The NGFW shall cover warranty on parts, labor and on-site visit for ONE (1) YEAR .
	4.1.5 On call support shall be available 24 hours a day, 7 days a week. A two (2) hours response from time of the call (through telephone call) shall be provided. Onsite support must have a response time of not more than four (4) hours from the time of the call-in cases where the phone support could not solve the problem during the duration of the warranty.
	4.1.6 Once onsite, the service contractor must repair the malfunctioning equipment, provided equipment has been operated in normal conditions.
	4.1.7 Replacement of HCI and NGFW and issuance of service unit, must not be more than four (4) hours from the time of first onsite visit.
	4.1.8 Warranty must include firmware updates, software patches, and driver updates, if available, during the duration of the warranty.

	4.1.9 Installation and configurations of HCI and NGFW must be free of charge to procuring entity.
	4.1.10 If replacement parts are not available, winning bidders shall provide a service unit that has equal or higher specification.
	4.1.11 Provide RCA (Root Cause Analysis) after solving the problem.
	4.1.12 Provide HCI and NGFW reconfiguration, if needed, with no extra cost to procuring entity.
	4.1.13 Reinstall corrupted software caused by hardware failure.
	4.1.14 The warranty period for the hardware and software shall commence upon issuance of certificate of acceptance by the Procuring Entity.
	4.1.15 Provide Pro-active maintenance support that automatically generates reports and sends notification to the manufacturers 24x7 call support centers in cases of system (hardware and software) abnormality, so that components will be replaced and errors fixed before failure occurs.
	4.1.16 Bidder must provide procedures on support and problem escalation.
	4.1.17 Bidder must have a 24 x 7 helpdesk system via phone and email support. Helpdesk system must automatically track, monitor and escalate open case until the issue is declared resolved and closed. Vendor should be ready for a site visit and show how their current helpdesk system works.
	4.1.18 Helpdesk service facility shall include:
	i. Technical engineer dispatch facility
	ii. Case logging and monitoring
	iii. Support history and reporting
	iv. Must have proper Helpdesk Support System in place to accommodate IC technical request. Helpdesk system will provide ticket for each technical request or issues and will provide continues status and report until the resolution. Helpdesk must be available 24x7 including Saturday, Sunday and holidays. Helpdesk system should be available for site visit as IC may require.
	4.1.3 Training
	4.1.3.1 The winning Bidder must include a Formal & Official Classroom Training (System Administrator) for the Hyperconverged Solution for three (3) IC personnel.
	4.1.4 Knowledge Transfer
	4.1.4.1 Conduct Knowledge Transfer Training

	4.1.4.2 The winning Bidder must provide technology transfer for three (3) IT Personnel after commissioning.
	4.1.5 Virtual Training
	4.1.5.1 Vendor must provide appropriate level of knowledge transfer to IC support personnel operations
	4.1.6 Documentation
	The winning bidder must provide:
	4.1.6.1 User and system manuals
	4.1.6.2 Technical materials
	4.1.6.3 Documented step-by-step procedure
	4.1.6.4 Complete documentation of the hardware appliance, utility and other applications
	4.1.6.5 Inventory of all devices and serial numbers
	4.1.6.6 As-built documentation for all new equipment.
	4.1.7 Qualifications of Bidder
	4.1.7.1 Bid Submission shall be in sufficient details to show compliance on the following requirements:
	4.1.7.2 Bidder must be duly established in the Philippines with at least twenty (20) years of experience in the supply, delivery, and installation of ICT products and solutions. <ul style="list-style-type: none"> i. Attach Company Profile ii. Vicinity map/location of the business
	4.1.7.3 The bidder must provide a Certificate as Authorized Distributor/ Partner/Dealer/Reseller from the Manufacturer/Principal of the brand being offered.
	4.1.7.4 The Bidder must have a Project Management Team, full-time regular employees with a minimum tenure of three (3) years and with at least three (3) years of experience in project management, to oversee the implementation of the project and shall submit certificate of employment, CVs and a copy of a VALID and Industry-recognized Project Managers such as PMP. <ul style="list-style-type: none"> i. One (1) Head Project Manager ii. Two (2) Assistant Project Managers
	4.1.7.5 The bidder must have deployed ICT Equipment & Security Solutions related projects in government and/or private company. The bidder must attach proof of transaction such as copy of purchase order or purchase contract or sales invoice or certificate of end users' acceptance
	4.1.7.6 The winning bidder must provide a procedure on support and problem escalation
	4.1.8 Certification

	<p>4.1.8.1 The winning bidder shall be responsible for the supply and delivery which includes ordering, shipping, insurance, Customs clearance, release, and transportation of all equipment/system necessary for the project</p>
	<p>4.1.8.2 The winning bidder must provide Certificate as Authorized Distributor/Dealer/Reseller from the Manufacturer/Principal of the brands being offered.</p>
	<p>4.1.8.3 The winning bidder must secure certification from the manufacturer that they are certified to provide technical service support.</p>
	<p>4.1.8.4 Assigned certified and experience Project Manager who will handle the project.</p>
	<p>4.1.8.5 Photocopy of the following document</p> <ul style="list-style-type: none"> i. Valid Project Management Professional Certification ii. Resume iii. Certificate of employment iv. Company ID <p>These documents should be part of the technical envelope</p>
	<p>4.1.8.6 Bidder must utilize experienced and trained technical support engineers under its direct employment and supervision in rendering the required maintenance.</p>
	<ul style="list-style-type: none"> i. at least One (1) Certified Engineer of their Proposed HCI
	<ul style="list-style-type: none"> ii. at least two (2) Certified Engineers of their Proposed Enterprise Storage
	<ul style="list-style-type: none"> iii. at least two (2) Certified Engineers of their proposed Virtualization Platform
	<ul style="list-style-type: none"> iv. at least Two (2) Certified Engineers/Professionals of the proposed Next-Generation Firewall (NGFW)
	<ul style="list-style-type: none"> v. Must have certified engineers with signed curriculum vitae that will be involved in the software and/or equipment maintenance, with at least three (3) years of experience working in similar field of engagement.
	<p>4.1.8.7 All prospective bidders must submit their proposed Service Level Agreement (SLA) along with Scope of Work. To ensure the quality of products offered and assurance for immediate and competent implementing and after-sales technical engineers</p>
	<p>4.1.8.8 Bidder must be a certified partner of the proposed brand for at least five (5) years</p>
	<p>4.1.9 Additional Requirement</p>
	<p>4.1.9.1 The winning bidder shall be responsible for the supply and delivery which includes ordering, shipping,</p>

	insurance, Customs clearance, release, and transportation of all equipment/system necessary for the project;
	4.1.9.2 the bidder must provide Certificate as Authorized Distributor/Dealer/Reseller from the Manufacturer/Principal of the brands being offered
	4.1.9.3 Bidder must at least be a Gold/Platinum/Tier 1 partner of the proposed solution or equivalent and must provide manufacturer's certification.
	4.1.9.4 The bidder must have locally based certified personnel who have relevant experience in the implementation of this project, must have been employed by the prospective bidder as full-time regular employees for at least two (2) years and shall submit proof of individual certificate with CV and COE: <ul style="list-style-type: none"> o Must have at least Two (2) Certified Engineers/Professionals of the proposed Next-Generation Firewall
	4.1.9.5 Must submit certificate of satisfaction from at least two (2) clients of similar projects with Insurance Commission
	4.1.9.6 Project design, commissioning (delivery, installation, configuration, integration, and testing)
	4.1.9.7 Onsite support, phone, and e-mail support <ul style="list-style-type: none"> i. HCI for THREE (3) years - warranty, updates, and support ii. NGFW for ONE (1) year – warranty, updates, and support iii. The winning bidder must provide 24x7 phone supports/web-based (E-mail and Chat) Support during the warranty period.
	4.1.9.8 Any additional accessories, HCI and NGFW Components and/or cabling materials related to the project shall be provided by the winning bidder without additional cost from Insurance Commission
	4.1.9.9 The winning bidder must provide one (1) hour response time upon receipt of call/notice by acknowledging that there is a PROBLEM, and a resolution must be drawn up by them. If said problem has not been resolved after four (4) hours after acknowledgement, they need to be present on the site for troubleshooting.
	4.1.10 Acceptance
	4.1.10.1 Acceptance shall be issued upon compliance of the foregoing. IC IT personnel shall review and conduct a physical testing on the delivered equipment based on its functions. All deliverables mentioned above shall be checked by IC and complied by the winning bidder before the final acceptance and turnover of the project.

	4.1.11 Delivery Address, Date and Installation
	4.1.11.1 The winning bidder must deliver the goods not more than the number of days stated in Section VI. Schedule of Requirements upon receipt of the <u>Notice To Proceed (NTP)</u> and must be delivered at 1071 United Nations Avenue, Ermita, Manila City.

Insurance Commission

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid and current **Certificate of PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2** of the IRR (pursuant to GPPB Resolution No. 15-2021 dated 14 October 2021);

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**per IC Form No. 3**); **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar nature within the last five (5) years from the date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC (**per IC Form No. 4**); **and**

Similar in Nature shall mean **"Supply, Delivery and Installation of Servers and Firewall"**

Any of the following documents must be submitted/attached corresponding to listed completed largest contracts as per IC Form No. 4:

- i. Copy of End User's Acceptance; or
 - ii. Copy of Official Receipt/s or Sales Invoice or Collection Receipt/s
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration (**per IC Form No. 8**); **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, (**per IC Form No. 6**); **and**

- (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder (**per IC Form No. 7**)

Financial Documents

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

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence (**per IC Form No. 5**);
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. **FINANCIAL COMPONENT ENVELOPE**

- (i) Original of duly signed and accomplished Financial Bid Form (**per IC Form No. 1**); **and**
- (j) Original of duly signed and accomplished Detailed Bid Price Schedule(s) (**per IC Form No. 1-A**).

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

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

BIDDING FORMS

FORM NO.	FORM TITLE
IC Form No. 1	BID FORM
IC Form No. 1-A	DETAILED BID PRICE SCHEDULE
IC Form No. 2	FINANCIAL DOCUMENTS FOR ELIGIBILITY
IC Form No. 3	LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED
IC Form No. 4	STATEMENT IDENTIFYING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID WITHIN THE LAST FIVE (5) YEARS
IC Form No. 5	JOINT VENTURE AGREEMENT
IC Form No. 6	CONFORMITY WITH SECTION VI (SCHEDULE OF REQUIREMENTS) AND SECTION VII (TECHNICAL SPECIFICATIONS)
IC Form No. 7	OMNIBUS SWORN STATEMENT
IC Form No. 8	BID SECURING DECLARATION
IC Form No. 9	PERFORMANCE SECURING DECLARATION

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. :

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

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None")]

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

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

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

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

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

Name : _____
Legal Capacity : _____
Signature : _____
Duly authorized to sign the Bid for and behalf of : _____
Date : _____

Insurance Commission

**For Goods Offered From Within the Philippines
Detailed Bid Price Schedule**

Date: _____
Project ID No: _____

Project : Supply, Delivery, Installation, Configuration, Set-up, Commissioning, and Testing of Hyperconverged Infrastructure Solution and Next Generation Firewall for the Insurance Commission

Code: _____
Date of Bidding: _____
Time of Bidding: _____

(Supplier's Name/Address/Tel. No.)

For Goods Offered From Within the Philippines

LOT NO.	DESCRIPTION	QTY	U/M	Unit Price	Total Price
1	Hyperconverged Infrastructure	1	lot		
2	Top of Rack Switches	1	lot		
3	Next Generation Firewall	1	lot		
TOTAL BID PRICE, Pesos :					
Plus 12% RVAT :					
TOTAL BID PRICE PHP :					

Total Amount in Words :

(PhP)

Name of Bidder _____ . ITB Number ____ . Page ____ of ____ .

Signature/Date
Authorized Official/Position

IC Form No. 2

Financial Documents For Eligibility Check

1. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

2. The **Net Financial Contracting Capacity (NFCC)** based on the above data is computed as follows:

NFCC = 15 (current asset s– current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = PhP _____

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year and NFCC Computation and/or certificate of commitment from a licensed bank to extend a credit line.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

IC Form No. 3

List of all Ongoing Government & Private Contracts including Contracts Awarded but not yet Started

Business Name : _____
Business Address : _____

Name of Contract/ Project Cost	1. Owner's Name 2. Address 3. Telephone Nos.	Nature of Work	Bidder's Role		1. Date Awarded 2. Date Started 3. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								

Note: The following documents shall be submitted upon post-qualification:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner

Submitted by : _____
(Printed Name & Signature)

Designation : _____
 Date : _____

IC Form No. 4

STATEMENT OF SINGLE (1) LARGEST COMPLETED CONTRACT OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM DATE OF SUBMISSION AND RECEIPT OF BIDS AMOUNTING TO AT LEAST FIFTY PERCENT (50%) OF THE APPROVED BUDGET FOR THE CONTRACT (ABC)

OR

STATEMENT OF AT LEAST TWO (2) CONTRACTS OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM THE DATE OF SUBMISSION AND RECEIPT OF BIDS, THE AGGREGATE OF WHICH SHOULD BE EQUIVALENT TO AT LEAST FIFTY PERCENT (50%) OF THE ABC, AND THE LARGEST OF THESE SIMILAR CONTRACTS MUST BE EQUIVALENT TO AT LEAST TWENTY FIVE PERCENT (25%) OF THE ABC (25%) OF THE ABC

Business Name : _____

Business Address : _____

Name of Contract	1. Owner's Name 2. Address 3. Telephone Nos.	Nature of Work	Bidder's Role		1. Amount at Award 2. Amount at Completion 3. Duration	1. Date Awarded 2. Contract Effectivity 3. Date Completed
			Description	%		
<u>Government</u>						

Note: Any of the following documents shall be submitted upon post-qualification:

- a) Copy of End User's Acceptance; or
- b) Official Receipt/s; or
- c) Sales Invoice

Submitted by: _____
(Printed Name & Signature)

Designation : _____

Date : _____

Joint Venture Agreement

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

and –

of _____, of legal age, (civil status), owner/proprietor of _____ a resident of _____.

That both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the Insurance Commission.

1. NAME OF PROJECT CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this _____ day of _____, in the year of our Lord 20__.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____)S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this _____ day of _____, 20__, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Insurance Commission

Notary Public
Until 31 December 20__
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of 20__.

IC Form No. 6

Conformity with Section VI (Schedule of Requirements) and Section VII (Technical Specifications)

(Name of Bidder) hereby undertakes that it shall COMPLY with the general requirements stated in Sections VI (Schedule of Requirements) and Section VII (Technical Specifications).

Name and Signature of Authorized Official

Position

Date

REPUBLIC OF THE PHILIPPINES)
S.S.

Insurance Commission
ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of _____, 20___, personally appeared:

Table with 4 columns: Name, Government-Issued ID & No., Issued on, Issued at. Row 1: (SUPPLIER)

known to me and to me known to be the same person who executed the foregoing instrument consisting of _____ (__) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 20__.

IC Form No. 7

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

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through**

misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Insurance Commission

IC Form No. 8

BID SECURING DECLARATION FORM

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

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

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

To: **DENNIS B. FUNA**
Insurance Commissioner
Insurance Commission
2nd Floor Insurance Commission Bldg.,
1071 United Nations Avenue, Ermita, Manila 1000

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]

IC Form No. 9

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

Insurance Commission

