



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



BIDS AND AWARDS COMMITTEE

REQUEST FOR QUOTATION

The Insurance Commission (IC), through its Bids and Awards Committee (BAC), invites all interested suppliers who are **registered in the Philippine Government Electronic Procurement System (PhilGEPS)** to submit their *lowest price* on the items listed below, subject to the General Conditions stated herein, and submit their quotations duly signed by their representatives not later than **04 December 2024, 12:00 Noon**:

NAME OF PROJECT	Procurement of VMWARE vCenter Server and Comprehensive Maintenance Service Agreement Support
PURCHASE REQUEST/REF. NO.	2024 – 10 – 284
LOCATION	Insurance Commission Building, 1071 United Nations Avenue, Ermita, Manila
APPROVED BUDGET	One Million Pesos (PhP1,000,000.00) <i>inclusive of taxes and other charges</i>

The duly accomplished and signed quotations or Reply Slip, including the required documents enumerated, must be submitted in person or through email not later than **04 December 2024, 12:00 Noon**, to the Information Technology Division through the following:

- Juan Carlo R. Florencio, Information Technology Officer I
jcr.florencio@insurance.gov.ph
- Joel Lorenzo L. Maling, Information System Analyst I
jll.maling@insurance.gov.ph

The IC reserves the right to reject any or all Quotations/Bids, to waive any minor defects therein, to annul the bidding process, and to reject all Quotations/Bids at any before the contract award without thereby incurring any liability to the affected Bidder(s), and to accept only the offer that is most advantageous to the government. The IC assumes no responsibility to compensate or indemnify Bidders for any expenses incurred in preparing their Quotation/Bid.


EDWIN CORNELIUS A. LAUZ
Division Manager
Information Technology Division

TERMS OF REFERENCE

1. Project Title

Procurement of VMWARE vCenter Server and Comprehensive Maintenance Service Agreement Support (Project Reference No. 2024-10-284)

2. Objective

The objective of this procurement is to ensure the seamless operation and management of virtualized environments by acquiring the latest **VMWARE vCenter Server** licenses and transitioning to the new ownership. This includes establishing a Comprehensive Maintenance Service Agreement to provide ongoing technical support, updates, and access to critical resources, ensuring optimal performance, reliability, and continuity of IT infrastructure operations.

3. Specifications

The following ESXi Hosts and VMWare License shall be covered by VMWARE vCenter Server and Comprehensive Maintenance Service Agreement Support for the Insurance Commission at 1071 United Nations Avenue, Ermita, Manila, Philippines:

Unit Description	Serial Numbers
Cisco UCS SP Select B200M4 Blade Servers <i>Details of Each Host: No. of Processors – 2 Cores – 20</i>	FLM1946BBHV FLM1946BBKJ FLM1946BC1L
VMWare vSphere Standard 8	N/A

4. Scope of Work

Maintenance Service Agreement

- The comprehensive maintenance service agreement shall cover labor and on-site visit, for one (1) year.
- On call support shall be available 24 hours a day, 7 days a week. A two (2) hours response through telephone call or email shall be provided from the time of the first call or email by IC Personnel.
- Must provide unlimited technical phone consultation.
- Onsite support must have a response time of not more than four (4) hours from the time of the call in cases where in the phone or email support could not solve the problem.
- Maintenance must include firmware updates, software patches, and driver updates, minor and major release, if available.

- Maintenance must include regular checking and troubleshooting of ESXi hosts to ensure their stability, performance, and seamless integration within the virtualized environment. It also involves verifying and optimizing the vCenter Server to maintain its operational efficiency and address potential issues proactively.
- Provide a total of 12x on-site visit or local support for reconfiguration, changes, moves, adds, relocation, reprogramming and other activities to be non-maintenance.
- Provide RCA (Root Cause Analysis) after solving the problem.
- Provide Pro-active maintenance support that automatically generates reports and sends notification to the manufacturers 24x7 call support centers in cases of system abnormality, so that components will be replaced and errors fixed before failure occurs.
- Prospective supplier/service provider must provide procedures on support and problem escalation.
- Prospective supplier/service provider 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.
- Helpdesk service facility shall include:
 - Technical engineer dispatch facility
 - Case logging and monitoring
 - Support history and reporting
- The winning supplier/service provider shall submit an Implementation and/or Preventive Maintenance Schedule indicating the required activities and the date of implementation.
- The maintenance service agreement period shall commence upon issuance of certificate of acceptance by the Procuring Entity.

Bidder's Qualifications

- The winning bidder must secure certification from the manufacturer that they are certified reseller or partner of the proposed equipment and must be a partner for five (5) years.
- Must have at least One (1) manufacturer certified engineer and must be a local employee of the bidder and not from distributor.
 - Photocopy of valid certification, resume and company ID should be part of the submission; Certified engineer should be with the bidder a year before the bid opening. IC shall validate the veracity of the submitted documents and may conduct, at its option a visit to bidder's HRD office.
- Certificate from the manufacturer stating that the bidder is Certified Partner.

Documentation

- The winning supplier/service provider shall submit an Implementation and/or Preventive Maintenance Schedule indicating the required activities and the date of implementation.
- Maintenance Service Agreement Contract Period.

5. Delivery Period

The VMWARE vCenter Server and Comprehensive Maintenance Service Agreement Support must commence not later than **Fifteen (15) Calendar Days** upon receipt of the Notice to Proceed (NTP).

6. Service Level Agreement

The IC shall maintain a Service Level Agreement (SLA) with the contractor, with provisions for liquidated damages for their non-compliance which shall be charged against any money due, or which may become due to the contractor, or collected from any securities or warranties posted by the contractor.

- Renewal of License including features and specifications
 - 1/10th of 1% of the contract price for the undelivered portion shall be imposed per day of delay.
- Scope of Work
 - 1/10th of 1% of the contract price for the undelivered portion shall be imposed per day of delay.

7. Warranties

- The winning bidder warrants that it shall conform strictly to the terms and conditions of this Terms of Reference.
- The winning bidder shall neither assign, transfer, pledge, nor subcontract any part or interest to the contract being bided out.

8. Confidentiality of Data

- The IC Network and System, its components, parts, and all products, product samples, specifications, data, ideas, technology, and technical/non-technical materials, all or any which may be derived from any of the foregoing are strictly confidential.
- The winning bidder agrees to hold all the foregoing information in strict confidence. The winning bidder further agrees not to reproduce or disclose any confidential information to third parties without the prior written approval of the IC.

9. Payment Terms

- All bid prices shall be considered fixed and not subject to price escalation during contract implementation.
- One-time payment shall be made, subject to the submission of the following documentary requirements, and in with accordance to the budgeting, accounting, and auditing laws, rules, and standards:
 - Delivery Receipt
 - Sales Invoice/Billing Statement
 - Warranty and Acceptance Certificate

GENERAL CONDITIONS

1. All quotations must be typewritten on the company's letterhead or in an accomplished Reply Slip (*Template Attached*) duly signed by the company's authorized representative.
2. The duly accomplished and signed quotations or Reply Slip, including the required documents enumerated, must be submitted in person or through email not later than **04 December 2024, 12:00 Noon**, to the Information Technology Division through the following:
 - Juan Carlo R. Florencio, Information Technology Officer I
jcr.florencio@insurance.gov.ph
 - Joel Lorenzo L. Maling, Information System Analyst I
jll.maling@insurance.gov.ph
3. ***Certified True Copy of the supplier's Valid PhilGEPS Registration Certificate, Business Registration, Valid Mayor's/Business Permit, Certificate of Tax Registration, Tax Clearance, Signed and Notarized Omnibus Sworn Statement (Template Attached), and Latest Income/Business Tax Return*** shall be attached upon submission of the Quotation.
4. All quotations shall be considered fixed prices and not subject to price escalation during contract implementation.
5. The IC reserves the right to reject any or all Quotations/Bids, to waive any minor defects therein, to annul the bidding process, to reject all Quotations/Bids at any before contract award without thereby incurring any liability to the affected Bidder(s), and to accept only the offer that is most advantageous to the government. The IC assumes no responsibility to compensate or indemnify Bidders for any expenses incurred in preparing their Quotation/Bid.


EDWIN CORNELIUS A. LAUZ
Division Manager
Information Technology Division

REPLY SLIP

Name of Supplier : _____
Address : _____

Business Permit No. : _____
Tax Identification No. : _____
PhilGEPS Registration No. : _____

After having carefully read and accepted the terms and conditions in the Terms of Reference (TOR) for the Small Value Procurement (SVP) for the **Procurement of VMWARE vCenter Server and Comprehensive Maintenance Service Agreement Support**, I/We quote you on the item at prices noted below:

ITEM NO.	DESCRIPTION	QTY	U/M	Unit Price	Total Price
1	VMWARE vCenter Server and Comprehensive Maintenance Service Agreement Support	1	lot		
TOTAL BID PRICE, Pesos :					
Plus 12% RVAT :					
TOTAL BID PRICE PHP :					

Total Amount in Words:

(PhP)

In compliance with the TOR, **original copies of the following are enclosed together with the Reply Slip:**

- Notarized Omnibus Sworn Statement (using prescribed template/format);

Certified copies of the following documents are likewise enclosed:

- Valid PhilGEPS Registration Certificate;
- Business Registration issued by the Security and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA), whichever is applicable;
- Valid Mayor's/Business Permit issued by the city or municipality where the principal place of business of the prospective supplier is located;
- Certificate of Tax Registration issued by the Bureau of Internal Revenue (BIR);
- Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and
- Latest Income/Business Tax Returns (ITR).

Signature Over Printed Name of
Supplier/Authorized Representative

Position :

Date :

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]