



**BIDDING DOCUMENTS FOR THE**

**Hosting/Co-Location Facility of SEC**

**Public Bidding No. 2023-040**

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.



## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

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

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

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

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




## INVITATION TO BID FOR THE HOSTING/CO-LOCATION FACILITY OF SEC

1. The Securities and Exchange Commission (SEC), through the **FY 2023 Annual Operating Budget of SEC** intends to apply the sum of **Twelve Million Pesos (Php12,000,000.00)** being the ABC to payments under the contract for Project under **Public Bidding No. 2023-040**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. SEC now invites bids for the above Procurement Project. Delivery of the Goods is required in FY 2023 as specified in Section VI (Schedule of Requirements) of this Bidding Document. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from SEC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 9:00 a.m. to 4:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on 19 October 2023 from the given address and websites below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php12,500.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.
6. It may be downloaded free of charge from the Philippines Government Electronic Procurement System (PhilGEPS) and SEC websites, provided that the bidders shall pay the applicable fee for the Bidding Document not later than the submission of their bids.

The prospective bidders are advised to send an email at [mvabuyog@sec.gov.ph](mailto:mvabuyog@sec.gov.ph) to request for the Payment Assessment Form (PAF), which shall be used for the payment of the abovementioned applicable fee.

Payments should be done over the counter at any Landbank branch nationwide or online through eSPAYSEC. 

For over the counter payment at LandBank:

- Print 2 copies of PAF:
  - 1 Client Copy
  - 1 LandBank Copy
- Accomplish the onColl Payment slip per fund account as indicated on the breakdown summary.
- Use the correct Fund Account and Account No. and provide the below information:
  - Reference Number 1 - PAF No.
  - Reference Number 2 - Name of Payor appearing on the PAF
- Present OnColl Payment Slip, together with the PAF, to the LandBank Teller

For online payment:

- Access eSPAYSEC through the link below, enter PAF Reference Number, select your payment: <https://www.sec.gov.ph/sec-payment-portal>
- Enter PAF Reference Number
- Select preferred payment option:
  - Debit/Credit Card
  - Paymaya Wallet/GCash
- Enter email address and verification code
- Click proceed to payment

7. SEC will hold a Pre-Bid Conference on **27 October 2023 (Friday), 9:00 A.M.** at The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City 1209 and through video conferencing or webcasting via Zoom application, which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **10 November 2023 (Friday), 9:00 A.M.** Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14.**
10. Bid opening shall be on **10 November 2023 (Friday), 9:15 P.M.** at the given address below The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City 1209 and via Zoom application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The SEC 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:

*Procurement Division  
7<sup>th</sup> Floor The SEC Headquarters  
7907 Makati Ave., Salcedo Village  
Bel-Air, Makati City 1209  
Telephone No.: 8818-5330  
Electronic mail: mvabuyog@sec.gov.ph*

13. You may visit the following websites:

*<https://www.sec.gov.ph>  
<https://www.philgeps.gov.ph>*

*October 17, 2023*

  
**Armando A. Pan Jr.**  
*BAC Chairman*

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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

## **1. Scope of Bid**

The Securities and Exchange Commission wishes to receive Bids for the **Hosting/Co-Location Facility of SEC**, under Public Bidding No. 2023-040.

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

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for FY 2023 Budget of SEC in the amount of **Twelve Million Pesos (Php12,000,000.00)**.

2.2. The source of funding is **FY 2023 Annual Operating Budget of SEC**.

## **3. Bidding Requirements**

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

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

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

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

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

## **5. Eligible Bidders**

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to 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.
- 7.2. The Procuring Entity has prescribed that subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address Conference Room, 7<sup>th</sup> Floor The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City 1209 and/or through videoconferencing/webcasting} as indicated in paragraph 7 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

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

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

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

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);



- ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### **13. Bid and Payment Currencies**

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration 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 for 120 calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which

must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as one Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

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

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

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

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

## Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be any contract similar or analogous to Hosting/Co-Location Facility completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP Makati, NCR 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> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Php 240,000.00</b> [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Php 600,000.00</b> [five percent (5%) of ABC], if bid security is in Surety Bond.</li> </ul>
19.3	<i>No further instructions.</i>
20.2	<i>No further instructions.</i>
21.2	<p>The Bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> <li>1. Latest Income Tax Returns filed and paid through the Electronic Filing and Payments System (EFPS); and</li> <li>2. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment within the last six (6) months preceding the date of bid submission.</li> </ol>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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



## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents -</b></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>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is Mr. Rodel SJ Presco</p>
2.2	<p>The terms of payment shall be as follows:</p> <p>Payment shall be made upon complete delivery of the Goods.</p>
4	<p>The inspections and tests that will be conducted in accordance with the deliverables stipulated in Clause 2.2 of this Section.</p>

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item Number</b>	<b>Description</b>	<b>Qty</b>	<b>Delivered, Weeks/Months</b>
1	Supply of Services for the Hosting/Co-Location Facility of SEC	1 Lot	Installation lead time of 45 days upon receipt of Work Order or Notice to Proceed

Delivery Address : The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-Air Makati City.

I hereby certify to comply and deliver the above requirements immediately upon receipt of the Notice to Proceed.

Company Name : \_\_\_\_\_

Authorized Representative

Signature : \_\_\_\_\_

Printed Name : \_\_\_\_\_

Date : \_\_\_\_\_

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

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

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

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested

to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

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

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

# Technical Specifications

## Supply of Services of Hosting/Co-Location Facility of SEC

Category	Required Specifications	Statement of Compliance
Civil/Architectural	Stand-alone building, owned by the bidder, built for IDC purpose only  (if the bidder does not own the building, provide certification of a long-term/minimum of 5 years contract with the building owner)	
	Location of the data center-not more than 15 kms. from SEC Head Office or within Metro Manila	
	Floor Area should be exclusive to hosted/co-located equipment, no office spaces for people	
	Raised or overhead air-conditioning	
	Overhead or under flooring support for power or network cabling	
	Reasonably free from dust and dirt	
	No water leakages	
	Provision for bolting servers to the floor	
Mechanical	Secured elevators for personnel & equipment if necessary	
	Facilities for hauling or transporting ICT equipment within the area	
Electrical/Power Supply	Appropriate power rating for SEC equipment	
	Redundant electrical systems	
	Uninterruptible Power Supplies	
	Presence of grounding	
	Dedicated panel & circuit breaker for SEC equipment	
Network	Core network with 10GB routing technology.	
Fire Suppression	Non-toxic chemical fire suppression system	

System	Automated Fire detection & alarm system	
	Fire escape	
Security & Surveillance System	24x7 Physical Access security	
	Biometrics Access Controls	
	Proximity Security Access	
	Closed Circuit digital TV Security Monitoring that can be remotely accessed by SEC for monitoring purposes with the following requirements: <ul style="list-style-type: none"> <li>a. Remotely access thru internet</li> <li>b. Separate DSL connection</li> <li>c. At least three (3) units of Camera strategically located inside the cage, to cover all area with proper lighting at all times</li> <li>d. At least 30 days of recording on internal drive and six (6) months recording on archive or external drive.</li> </ul>	
Cage/Co-location Area	At least 23 sqm. of space for SEC Servers	
	Wire mesh cage	
	There should be a fixed cage on Co-Loc area for the SEC equipment within the contract period.	
	Must provide at least three (3) units of 42U data cabinet	
	Provision of at least two (2) units of 42U data cabinet with power distribution unit for additional devices within the contract period.	
Air-conditioning	Constant temperature should be within the range of 18c to 22c	
	Humidity should be between 20% to 80% RH	
	Multiple/Redundant Unit	
Infrastructure Mgt.	On demand reports (email/paper) real time remote on-line access 24x7 duly certified paper- based upon request on the following:	
	<ul style="list-style-type: none"> <li>• Web traffic</li> </ul>	
	<ul style="list-style-type: none"> <li>• Performance statistics</li> </ul>	
	<ul style="list-style-type: none"> <li>• Log reports</li> </ul>	

	<ul style="list-style-type: none"> <li>Capacity utilization</li> </ul>	
Telecommunication Facilities	Committed Information Rate (CIR) of 300 Mbps connection to the Internet for Co-Location Facility)	
	Additional channel bandwidth not exceeding 10 Mbps on demand for a specified period of time not exceeding 60 days, at no additional cost to SEC	
	Provision for thirty (30) usable public IP addresses	
	Provision of internet security	
	Carrier agnostic	
	CIR 20Mbps leased line circuit via a fiber optic cable from the IDC to SEC's DC	
	CIR 10Mbps secondary leased circuit via a fiber optic cable from the IDC to SEC's DC	
	Must provide Domain name hosting or parking with CPANEL or alike for the SEC Administrator.	
	Committed Information Rate (CIR) of 300 Mbps connection to the Internet via Fiber Optic Facilities for SEC Headquarters	
	Provision for six (6) usable public IP addresses	
Must provide web access to usage, network performance statistics and web-based traffic utilization using Multi Router Traffic Grapher (MRTG)		
Other facilities	In-house Media safe storage for SEC file backups should be: <ul style="list-style-type: none"> <li>Digital Fire Safe,</li> <li>Exterior (HxWxD) 121 cm x 64.6x 60.8 cm.</li> <li>Key and digital lock combination</li> <li>Steel construction</li> <li>2 multi-position shelves</li> </ul>	
	The Media Storage room should be: <ul style="list-style-type: none"> <li>Within the property of the winning bidder (owned or rented)</li> <li>Access for authorized persons only</li> <li>Reasonably clean</li> <li>Provision of physical security (security guard)</li> <li>Installed CCTV within the facility</li> <li>Outside of Metro Manila</li> </ul>	
	Provider shall provide transportation transporting of backup tapes or any external media to and from the offsite on a regular	



		basis as maybe agreed upon ranging from monthly to quarterly. Pick-up point is at SEC Head Office.	
		Availability of war rooms at no cost to SEC	
		Provision of resting area for SEC designated engineers working overtime at no cost to SEC	
		Unlimited access for SEC authorized representatives at no extra charge	
Required Services		Turnkey equipment relocation from one site to another	
		<ul style="list-style-type: none"> <li>• Disconnecting</li> </ul>	
		<ul style="list-style-type: none"> <li>• Dismantling</li> </ul>	
		<ul style="list-style-type: none"> <li>• Packaging</li> </ul>	
		<ul style="list-style-type: none"> <li>• Transporting</li> </ul>	
		<ul style="list-style-type: none"> <li>• Insuring</li> </ul>	
		<ul style="list-style-type: none"> <li>• Unpackaging</li> </ul>	
		<ul style="list-style-type: none"> <li>• Assembling</li> </ul>	
		<ul style="list-style-type: none"> <li>• Connecting: Power and Network</li> </ul>	
		<ul style="list-style-type: none"> <li>• Assistance in the Deployment of the Application, DB, OS and others.</li> </ul>	
		In-house maintenance service	
		Network Management Systems	
		Gateway Anti-virus protection	
Service Agreement	Level	At least 99.5% uptime on all facilities and internet connection included in the contract & network at any point in time or day.	
		Guaranteed in-house response time of 15 minutes from receipt of notice of the fault	
		Guaranteed field response time of 2 hours from receipt of notice of the fault.	
		Guaranteed response time of 15 minutes from receipt of notice by phone.	
		Guaranteed repair time of 100% within 6 hours	

	Availability of 24x7 in-house technical personnel, such as network and electrical engineers.	
	Submission of incident report within 24 hours from resolution of faults encountered	
	SEC can avail of rebates if system inaccessibility or interruption of service occurs. Rebate is computed starting upon IDC's official receipt of complaint by phone.	
	Table of Rebate (based on monthly IDC/no. of day in a month)	
	Less than 4 hr---- none	
	4-5.99 ----- 1/5	
	6-8.99-----2/5	
	9-11.99-----3/5	
	12-14.99-----4/5	
	15-24-----1/1	
	<p>Rebate is applicable to:</p> <ul style="list-style-type: none"> <li>• Service outages attributes to IDC's equipment, facilities and services</li> <li>• Computation is based on rate per day of collocation</li> </ul>	
Contract Duration	Contract term is for one (1) year	
	Installation lead time of 45 days upon receipt of Work Order or Notice to Proceed	
	A maximum of twenty-four (24) hours downtime on weekend during actual deployment	
	SEC, at its discretion, can pre-terminate or rescind the contract at any time before its expiration, subject to 15 days notification to the IDC and without any cost or charge to SEC	
Other Requirements	<p>Local technical training for two (2) SEC IT personnel on Network (Administration, Management and Configuration) or Cyber Security courses from accredited training providers.</p> <p>Supply delivery and installation, cabling and maintenance of 3 unit of Layer 2, 48 ports Gigabit Switch within the contract period or extension if necessary. Said equipment is under lease and will not be owned by SEC upon expiration of the contract.</p>	

	<ul style="list-style-type: none"> <li>• 48 RJ-45 autosensing 10/100/1000 ports (IEEE 802.3 Type 10BASE-T, IEEE 802.3u Type 100BASE-TX, IEEE 802.3ab Type 1000BASE-T); Duplex: 10BASE-T/100BASE-TX: half or full; 1000BASE-T: full only 4 SFP+ 1/10GbE ports; PHY-less</li> <li>• Management and Monitoring <ul style="list-style-type: none"> <li>○ Command line interface</li> <li>○ Graphical user interface (Web browser)</li> <li>○ Configuration menu</li> <li>○ SNMP manager</li> <li>○ Telnet</li> <li>○ RMON1</li> </ul> </li> </ul> <p>Mounts in an EIA-standard 19 in. telco rack or equipment cabinet (hardware included); Horizontal surface mounting only</p>	
<p>Technical Documents Submission for</p>	<p>Deployment Plan-to allow a seamless transition from the previous co-location service provider with maximum of twenty four (24) hours downtime on weekend in the form of Timeline</p>	
	<p>Duly notarized statement stating that in the event that the SEC transfers to another location/office within Metro Manila within the contract duration, the provider will undertake all the necessary activities to ensure that there will be no disruption in the services provided and at no additional cost to SEC.</p>	
	<p>Duly notarized statement stating that cost of dismantling, disconnecting, transportation, insurance, migration, deployment and all other incidental costs for the deployment shall be borne by the winning bidder.</p>	
	<p>Duly notarized statement of ownership of the building where the IDC facilities are located or duly notarized certification that the duration of the leasing agreement is at least five (5) years from awarding of contract (copy of leasing agreement should be attached to the certification)</p>	
	<p>Duly notarized statement indicating the location of the Offsite Media safe storage for SEC file backups with at least 100km radius or outside Metro Manila from proposed co-location facilities.</p>	
	<p>Certificate of Membership from any of the local internet exchange, e.g. Phix, MIX, CORE, PHOPENIX, etc.</p>	
	<p>Certification from National Telecommunications Commission (NTC) stating that the company providing internet data services for at least five (5) years.</p>	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct otherwise, if found to be false either during bid evaluation, post-qualification or the execution of the contract, the same shall give rise to the imposition of administrative sanctions and the forfeiture of bid security or the performance security posted consistent with section 69.1 and 69.2 of the revised Implementing Rules and Regulations of the Republic Act No. 9184.

**AUTHORIZED REPRESENTATIVE:**

Signature : \_\_\_\_\_

Company Name : \_\_\_\_\_

Printed Name : \_\_\_\_\_

Position : \_\_\_\_\_

Date : \_\_\_\_\_

## ***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.

*Note: For editable copies of the documents below, you may download the files from the following link: <https://www.sec.gov.ph/procurement/prescribed-templates/#gsc.tab=0>*