

PB2024-04



Republic of the Philippines
OFFICE OF THE OMBUDSMAN
Agham Road, Diliman, Quezon City 1105

SUPPLEMENTAL/BID BULLETIN NO. 1

**PUBLIC BIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION,
CONFIGURATION, MIGRATION, AND TESTING OF HYPERCONVERGED
INFRASTRUCTURE AND BACKUP SYSTEM FOR THE
OFFICE OF THE OMBUDSMAN
30 April 2024**

AMENDMENTS/CLARIFICATIONS TO THE BIDDING DOCUMENTS

1. The Bids and Awards Committee-Main hereby amends/clarifies/modifies the following provisions relative to the above-mentioned project and all prospective bidders are informed of these amendments/clarifications/modifications:
 - a. All prospective bidders are informed of the following answers to the queries:

PROSPECTIVE BIDDER'S QUERIES/QUESTIONS	CLARIFICATIONS/RESPONSES
Quantity of HCI with 3 nodes and deployment	1 set of HCI with 3 nodes and deployment at the Head Office in Quezon City
Quantity of Backup Solution and deployment location	2 sets (24TB and 12 TB) backup solution to be deployed at the Head Office in Quezon City and DICT as co-location data center.
Switch 2 units? deployment location?	2 units switch (HA config) to be deployed at the Head Office in Quezon City
Data rack and UPS deployment location	1 unit data rack to be deployed at the Head Office in Quezon City.
May we know the end user details	Complete details of the end user to be given on the kick off day for the implementation after the award of contract to the winning bidder for security purpose.
Hyper Converged Infrastructure scalability May I ask to relax it to "Scalable to at least 16 nodes in one cluster?" The reason is for us to position ourselves competitively against other brands	Scalability of a technology solution is critically important. Downgrading our requirement from 64 to 16 nodes would limit our chance to scale up our server infrastructure in the future. The least we can do is to consider having "at least 32 nodes" for this requirement
Hyper Converged Infrastructure Appliance May I ask clarification on the statement "At least 4 x 8TB Capacity	The total raw capacity requirement is 32TB and 1.6TB for SSD. The number of drive is preferred rather than the storage capacity.

<p>Drives and 1 x 1.6TBSSD SAS ISE Write Intensive Cache Drive” May I ask what is the total raw capacity requirement and if we can provide storage capacity based on the total requirement rather than the number of drives specified in the TOR. The reason is for us to position ourselves competitively against other brands.</p>	
<p>Under the item “Hyper Converged Infrastructure Appliance” May I ask to relax the statement “Hyper converged Infrastructure node should be 2 rack unit (RU) 3.5 inch SAS/SATA/NVMe capable backplane” to “Hyper converged Infrastructure node should be 2 Rack Unit (RU) SAS/SATA/NVMe capable backplane”, 3.5 inch refers only to SATA. The reason is for us to position ourselves competitively against other brands.</p>	<p>We will stick with the original requirement because there are 3.5inch available for SAS and NVMe and other brands can use drive bay adapters to comply with this requirement.</p>
<p>Under item “hyper Converged Infrastructure Appliance” May I ask to relax the statement “at least 4 x 8TB Capacity Drives and 1 x 1.6TB SSD SAS ISE Write Intensive Cache Drive and omit Write Intensive Cache Drive” The reason is our technology uses SSD where, access, read, write files is faster and does not require caching.</p>	<p>Removing the “Write Intensive Cache Drive” would not be advisable because this would affect the performance of the system. We will stick with our original specifications for this requirement.</p>
<p>Under item “Backup Solution must provide secure access through multi-factor authentication” Single login with active directory integration, identity and access management (IAM), role-based access (RBAC), etc. “May I ask to relax it by omitting the IAM?” The reason is for us to position ourselves competitively against other brands.</p>	<p>Identity and Access Management is very crucial for the security of the system and reducing our security requirements would not be a reasonable thing to do.</p>
<p>Under item “Network Switch Requirement” May I ask to relax the MAC address capacity to at least 147k? The reason is for us to position ourselves competitively against other brands.</p>	<p>The performance of a network switch is vital in a server infrastructure and reducing our technical specifications would be a risky decision.</p>

Under item “Network Switch Requirement” May I ask the SFP transceiver “if it is 1G or 10G and if it is Single Mode or Multimode?”	The requirement is 10G in Multimode.
May I ask if the Backup System is a software based solution?	It is a combination of interoperable software and hardware solutions with seamless compatibility.
May I ask the inventory or numbers of VMs to be migrate, this will help us provide appropriate services.	Less than 20 virtual machines will be migrated.
May I ask to relax the delivery schedule to 120 to 150 days? This adjustment is because the delivery of the machine usually takes 90 to 120 days, and an additional 30 days are needed for the implementation and migration services.	We would consider extending the delivery schedule to 120 days
To meet the switching capacity of 12 x 10Gbe and 3x100Gbe speed ports - Switching capacity: at least 860 Gbps to 840 Gbps - Throughput: at least 640Mbps to 625Mbps	The specified switching capacity requirements and throughput are minimum requirements. Downgrading the minimum requirements for the said specifications would definitely decrease the required performance of the device sought to be procured by this Office.

- b. All prospective bidders are informed of the following amendments/modifications/clarifications to the Original Bidding Documents particularly to the following matters:
- i. Page 7. Section I. Invitation to Bid;
 - ii. Page 23. Section V. Special Conditions of Contract;
 - iii. Page 27. Section VI. Schedule of Requirements; and
 - iv. Pages 29, 30 and 33. Section VII. Technical Specifications.

[Note: For better understanding of the contents of this Supplemental Bid Bulletin, the following rules shall apply: (1) **~~Single strike out~~** – means deletion; and (2) **Underline with highlights** – means inclusions or new item/requirements]

Particulars	ORIGINAL SPECIFICATION (see Original Bidding Documents)	AMENDMENT/CLARIFICATION/ MODIFICATION
Page 7. Section I. Invitation to Bid	Section I. Invitation to Bid x x x 3. Delivery of goods and services is required within ninety (90) days upon receipt of Notice to Proceed. x x x	Section I. <u>Amended</u> Invitation to Bid x x x 3. Delivery of goods and services is required <u>within one hundred twenty (120) days</u> upon receipt of Notice to Proceed. x x x
Page 23. Section V. Special Conditions of Contract;	Section V. Special Conditions of Contract x x x The term of delivery of service under this Contract shall be as follows:	Section V. <u>Amended</u> Special Conditions of Contract x x x The term of delivery of service under this Contract shall be as follows:

	Delivery of the Goods or Project Completion is required within ninety (90) calendar days upon receipt of Notice to Proceed. x x x	Delivery of the Goods or Project Completion is required <u>within one hundred twenty (120) calendar days</u> upon receipt of Notice to Proceed. x x x																																
Page 27. Section VI. Schedule of Requirements	<p>Section VI. Schedule of Requirements x x x</p> <p>The project shall cover the supply, delivery, physical installation, configuration, testing and knowledge transfer to be completed within 90 days from the issuance of the Notice to Proceed. The proposed plan should incorporate the following schedule of work:</p> <table border="1" data-bbox="289 725 873 2158"> <thead> <tr> <th data-bbox="289 725 667 829">SCHEDULE OF WORKS</th> <th data-bbox="667 725 873 829">PERIOD OF COMPLETION</th> </tr> </thead> <tbody> <tr> <td data-bbox="289 829 667 986"><i>Project Milestone 1:</i> Project Plan, Architecture, Design Plan and Project Kick-off</td> <td data-bbox="667 829 873 986">Within 30 calendar days from receipt of Notice to Proceed</td> </tr> <tr> <td data-bbox="289 986 667 1231"><i>Project Milestone 2:</i> ▪ Supply and delivery of all hardware equipment, software licenses in OMB QC Central Office and DICT, initial testing and pre-configuration of equipment Administration Training</td> <td data-bbox="667 986 873 1231">Within 90 calendar days from receipt of Notice to Proceed</td> </tr> <tr> <td data-bbox="289 1231 667 1388"><i>Project Milestone 3:</i> Hardware Installation, Configuration and Implementation</td> <td data-bbox="667 1231 873 1388"></td> </tr> <tr> <td data-bbox="289 1388 667 1515"><i>Project Milestone 4:</i> Knowledge Transfer and Documentation</td> <td data-bbox="667 1388 873 1515"></td> </tr> <tr> <td data-bbox="289 1515 667 1734"><i>Project Milestone 5:</i> Project completion, final acceptance, closure and submission of complete documents required for payment processing</td> <td data-bbox="667 1515 873 1734"></td> </tr> <tr> <td data-bbox="289 1734 667 1891"><i>Project Milestone 6:</i> Service Support Subscription</td> <td data-bbox="667 1734 873 1891">3 years from Project Completion (Final Acceptance)</td> </tr> <tr> <td data-bbox="289 1891 667 2158">TOTAL</td> <td data-bbox="667 1891 873 2158">90 Calendar Days (Project Completion) 3 Years (Warranty and Maintenance Support Services for</td> </tr> </tbody> </table>	SCHEDULE OF WORKS	PERIOD OF COMPLETION	<i>Project Milestone 1:</i> Project Plan, Architecture, Design Plan and Project Kick-off	Within 30 calendar days from receipt of Notice to Proceed	<i>Project Milestone 2:</i> ▪ Supply and delivery of all hardware equipment, software licenses in OMB QC Central Office and DICT, initial testing and pre-configuration of equipment Administration Training	Within 90 calendar days from receipt of Notice to Proceed	<i>Project Milestone 3:</i> Hardware Installation, Configuration and Implementation		<i>Project Milestone 4:</i> Knowledge Transfer and Documentation		<i>Project Milestone 5:</i> Project completion, final acceptance, closure and submission of complete documents required for payment processing		<i>Project Milestone 6:</i> Service Support Subscription	3 years from Project Completion (Final Acceptance)	TOTAL	90 Calendar Days (Project Completion) 3 Years (Warranty and Maintenance Support Services for	<p>Section VI. 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	Major Components (HCI and Backup)	Major Components (HCI and Backup)
	x x x	x x x
Pages 29, 30, and 33. Section VII. Technical Specifications	<u>I. General Requirements</u> x x x The project covers the supply, delivery, physical installation, configuration, migration, testing, and knowledge transfer to be completed within 90 days from the issuance of the NTP. x x x	<u>I. General Requirements</u> x x x The project covers the supply, delivery, physical installation, configuration, migration, testing, and knowledge transfer to be completed <u>within 120 days</u> from the issuance of the NTP. x x x
	<u>II. System Components</u> A. Hyperconverged Infrastructure Features and Capabilities x x x Hyperconverged Infrastructure System Scalability: <ul style="list-style-type: none"> • Able to start as small as two (2) nodes for remote/branch office, and three (3) nodes for standard data center deployment, and should be scalable up to 64 HCI nodes in the same cluster. 	<u>II. System Components</u> A. Hyperconverged Infrastructure Features and Capabilities x x x Hyperconverged Infrastructure System Scalability: <ul style="list-style-type: none"> • Able to start as small as two (2) nodes for remote/branch office, and three (3) nodes for standard data center deployment, and should be scalable <u>to at least 32 HCI nodes</u> in the same cluster.
	<u>II. System Components</u> x x x C. NETWORK SWITCH REQUIREMENTS x x x Accessories and other requirements: 2 x SFP+ Transceivers and Fiber patch cords (10 meters) for Uplink, 2 x direct attach cable (DAC), power cord and rail kit	<u>II. System Components</u> x x x C. NETWORK SWITCH REQUIREMENTS x x x Accessories and other requirements: 2 x SFP+ <u>Multi-mode (MM) Transceivers and Fiber patch cords (10 meters) for Uplink, 8 x SFP+ MM Transceivers and Fiber patch cords (3 meters) for HCI and Backup Appliance,</u> 2 x direct attach cable (DAC), power cord and rail kit

- Bidders are reminded to **use and refer to the Section I. Amended Invitation to Bid, Section V. Amended Special Conditions of Contract, Section VI. Amended Schedule of Requirements, and Section VII. Amended Technical Specifications (Amended Ombudsman Bid Form No. 1)**, which are attached in this Supplemental/Bid Bulletin.
- For further inquiries, you may coordinate with the Bids and Awards Committee Secretariat-Main at email address: **bac@ombudsman.gov.ph** and/or Telephone No.: (02) 5317-8300 local 2206.

Please be guided accordingly.


ADORACION A. AGBADA
Assistant Ombudsman, OMB-Luzon *ria*
Chairperson, Bids and Awards Committee-Main

Section 1. Amended Invitation to Bid

PB2024-04



Republic of the Philippines
OFFICE OF THE OMBUDSMAN
Sen. Miriam Defensor-Santiago Avenue (formerly Agham Road)
Brgy. Bagong Pag-asa, Diliman, Quezon City 1105

INVITATION TO BID FOR PUBLIC BIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, MIGRATION, AND TESTING OF HYPERCONVERGED INFRASTRUCTURE AND BACKUP SYSTEM FOR THE OFFICE OF THE OMBUDSMAN

1. The Office of the Ombudsman, through the General Appropriations Act for CY 2024, intends to apply the sum of **Twelve Million Eight Hundred Thousand Pesos (₱12,800,000.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Public Bidding for the Supply, Delivery, Installation, Configuration, Migration, and Testing of Hyperconverged Infrastructure and Backup System for the Office of the Ombudsman with Project Identification No. PB2024-04**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Office of the Ombudsman now invites bids for the **Public Bidding for the Supply, Delivery, Installation, Configuration, Migration, and Testing of Hyperconverged Infrastructure and Backup System for the Office of the Ombudsman (PB2024-04)**.
3. **Delivery of goods and services is required within one hundred twenty (120) calendar days upon receipt of Notice to Proceed**. 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).
4. 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 (RIRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
5. 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 5183. Interested bidders should be enrolled in the Electronic Filing and Payment System (eFPS) program of the Bureau of Internal Revenue (BIR), pursuant to Executive Order No. 398, RR 3-2005, and must be registered under the Philippine Government Electronic Procurement System (PhilGEPS).

6. Prospective Bidders may obtain further information from the Office of the Ombudsman-Bids and Awards Committee Secretariat-Main (BAC Sec-Main) via email at bac@ombudsman.gov.ph and inspect the Bidding Documents posted at the Ombudsman and the PhilGEPs websites.
7. A complete set of Bidding Documents may be acquired/downloaded by the interested Bidders starting **16 April 2024 to 06 May 2024 from the address 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 **Twenty-Five Thousand Pesos each (P25,000.00)**. The Procurement Entity shall allow the bidder to present its proof of payment for the fees **through electronic means not later than the submission of their bids**.

The bidding documents may also be downloaded **FREE OF CHARGE** from the websites of PhilGEPs and the Office of the Ombudsman, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

8. The Office of the Ombudsman will hold a **Pre-Bid Conference on 24 April 2024 (Wednesday) at 01:30p.m. through video conferencing via Google Meet application**, which shall be open to prospective bidders. Prospective bidders should signify their intention to participate by sending an **email to BAC Secretariat-Main** through the email address given below. The Meeting Link and other details related to the video conference will be sent to the participants at least one (1) day before the event through email.
9. Bids must be duly received by the BAC Secretariat-Main through manual/physical submission at the designated receiving area with authorized receiving personnel of the Central Records Division of the Office of the Ombudsman on or before **06 May 2024 (Monday) at 02:00p.m. Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall be rejected.** (Reference: Sec. 25.9, 2016 revised IRR of RA 9184).
10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in Instructions to Bidders (IB) Clause 14.
11. **Bid opening shall be on 07 May 2024 (Tuesday) at 01:00p.m. through video conferencing via Google Meet application** (face-to-face for the BAC Secretariat Main personnel). The Meeting Link and other details related to the video conference will be sent to the participants at least one (1) day before the event through email. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
12. Prospective bidders, who wish to join the pre-bid conference and the bid opening through video conferencing using Microsoft Teams, must send a letter of intent containing the names and email addresses of interested participants to the BAC Secretariat-Main email address: bac@ombudsman.gov.ph.
13. The Office of the Ombudsman 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.

14. Please refer to the table below for the cost of the bidding documents and summary of bidding activities:

COST OF BIDDING DOCUMENTS (Non-refundable)	₱25,000.00
INSPECTION/SELLING PERIOD OF BIDDING DOCUMENTS	16 April 2024 to 06 May 2024 - Bidding documents may be downloaded from the PhilGEPS website and Ombudsman website. - For payment of bidding fees, prospective bidders may inquire from the BAC Secretariat Main for payment details. Proof of payment such as deposit slips and transaction receipts may be submitted via email for the issuance of Official Receipt.
PRE-BID CONFERENCE	24 April 2024 (Wednesday) at 01:30p.m. - Video Conferencing via Google Meet Application - Prospective bidders should signify their intention to participate by sending an email to BAC Secretariat-Main and Google Meet Meeting Link and other details will be provided at least one (1) day before the event.
DEADLINE OF SUBMISSION OF BIDS (Note: Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall be rejected) (Reference: Sec. 25.9, 2016 revised IRR of RA 9184)	06 May 2024 (Monday) at 02:00p.m. - Manual/physical submission of bidding documents at the designated receiving area with authorized receiving personnel of Central Records Division of the Office of the Ombudsman, Ombudsman Main Building, Senator Miriam Defensor-Santiago Avenue, (Formerly Agham Road), Brgy. Bagong Pag-asa, 1105 Quezon City.
OPENING OF BIDS	07 May 2024 (Tuesday) at 01:00p.m. - Video Conferencing via Google Meet application - Prospective bidders should signify their intention to participate by sending an email to BAC Secretariat-Main and Google Meet Meeting Link and other details will be provided at least one (1) day before the event.

15. For further information, please refer to:

BIDS AND AWARDS COMMITTEE SECRETARIAT-MAIN
Ground Floor Ombudsman Main Building
Sen. Miriam Defensor-Santiago Avenue (Formerly Agham Road)
Barangay Bagong Pag-asa, Diliman, Quezon City 1105
☎ (02) 5317-8300 local 2206
✉ bac@ombudsman.gov.ph
www.ombudsman.gov.ph (See Bid Announcements)

Note: Please communicate through the email addresses or telephone number provided above. Also, all requests should be in writing and addresses to the BAC Secretariat-Main.

16. You may visit the following websites for downloading of Bidding Documents:

- **Office of the Ombudsman Official Website:** www.ombudsman.gov.ph (see links under *Bid Announcements*>*under Invitation to Bid*)
- **Log in at PhilGEPS Website:** <https://notices.philgeps.gov.ph/>

15 April 2024, Quezon City, Philippines.


ADORACION A. AGBADA
Assistant Ombudsman, OMB-Luzon 
Chairperson, Bids and Awards Committee - Main

Section V. Amended Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered [Quezon City, (Office of the Ombudsman, Senator Miriam Defensor-Santiago Avenue (formerly Agham Road), Barangay Bagong Pag-asa, Diliman, 1105 Quezon City)]. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to Quezon City (Office of the Ombudsman, Senator Miriam Defensor-Santiago Avenue (formerly Agham Road), Barangay Bagong Pag-asa, Diliman, 1105 Quezon City). 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>The term of delivery of service under this Contract shall be as follows: Delivery Period: Delivery of the Goods or Project Completion is required <u>within one hundred twenty (120) calendar days</u> upon receipt of Notice to Proceed.</p> <p>Delivery of the Services shall be made by the Supplier in accordance with the terms specified in Section VI, Schedule of Requirements.</p> <p>For the purpose of this Clause, the Procuring Entity’s Representative at the Project Site is Management Information System Service (MISS), Office of the Ombudsman, Senator Miriam Defensor-Santiago Avenue (formerly Agham Road), Barangay Bagong Pag-asa, Diliman, 1105 Quezon City with Telephone No. (02) 5317-8300 local 1217.</p> <p>Incidental Services -</p> <p>The Supplier/Service Provider is required to provide all of 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; and 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.

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 of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. 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.
2. 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 the needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **five (5) years**.

Spare parts or components shall be supplied as promptly as possible, but in any case, **within thirty (30) calendar days** of placing the order.

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

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.

Transportation –

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.

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.

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.

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.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

Regular and Recurring Services –

[In case of contracts for regular and recurring services, state:] “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”

2.2

The terms of payment shall be as follows:

- Bidder/Supplier shall provide a service acceptance report to confirm completion of the project that covers the supply, delivery, physical installation, configuration, testing and knowledge transfer.
- 100% payment, subject to the warranty security provision, after the activation and issuance of Certificate of Acceptance by the Inspection and Acceptance Committee of the Office of the Ombudsman.

4	<p>Inspection, Testing and Acceptance</p> <p>The inspection and approval as to the acceptability of the Goods and Services vis-à-vis its compliance with the Technical Specifications and Schedule of Requirements will be done with prior written notice to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>
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Section VI. Amended Schedule of Requirements

PB2024-04:

PUBLIC BIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, MIGRATION, AND TESTING OF HYPERCONVERGED INFRASTRUCTURE AND BACKUP SYSTEM FOR THE OFFICE OF THE OMBUDSMAN

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

The project shall cover the supply, delivery, physical installation, configuration, testing, and knowledge transfer to be completed **within one hundred twenty (120) calendar days** from the issuance of the Notice to Proceed. The proposed plan should incorporate the following schedule of work:

SCHEDULE OF WORKS	PERIOD OF COMPLETION
<i>Project Milestone 1:</i> Project Plan, Architecture, Design Plan and Project Kick-off	Within 30 calendar days from receipt of Notice to Proceed
<i>Project Milestone 2:</i> <ul style="list-style-type: none"> ▪ Supply and delivery of all hardware equipment, software licenses in OMB QC Central Office and DICT, initial testing and pre-configuration of equipment ▪ Administration Training 	Within one hundred twenty (120) calendar days from receipt of Notice to Proceed
<i>Project Milestone 3:</i> Hardware Installation, Configuration and Implementation	
<i>Project Milestone 4:</i> Knowledge Transfer and Documentation	
<i>Project Milestone 5:</i> Project completion, final acceptance, closure and submission of complete documents required for payment processing	
<i>Project Milestone 6:</i> Service Support Subscription	
TOTAL	120 Calendar Days (Project Completion) 3 Years (Warranty and Maintenance Support Services for Major Components (HCI and Backup))

Note: Delivery schedule may be adjusted by the end-user upon written notice to the supplier.

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date Signed: _____

Section VII. Amended Technical Specifications

Technical Specifications

AMENDED OMBUDSMAN BID FORM No. 1 – TECHNICAL SPECIFICATION WITH BIDDER’S STATEMENT OF COMPLIANCE

HON. ADORACION A. AGBADA
 Chairperson, Bids and Awards Committee
 Office of the Ombudsman
 Senator Miriam Defensor-Santiago Avenue
 Brgy. Bagong Pag-asa, Diliman, 1105 Quezon City

Madam:

Herewith is our TECHNICAL PROPOSAL for your office requirement:

(INSTRUCTION TO BIDDER: **Check** the **“Comply”** box if bidder complies with the Ombudsman Specifications. A Technical Proposal containing unchecked “Comply” boxes would be automatically rated as “FAILED.”)

**PB2024-04:
 PUBLIC BIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION,
 CONFIGURATION, MIGRATION, AND TESTING OF HYPERCONVERGED
 INFRASTRUCTURE AND BACKUP SYSTEM FOR THE
 OFFICE OF THE OMBUDSMAN (one lot)**

Item	Technical Specifications	Bidder’s Statement of Compliance*
1 lot	I. General Requirements	<input type="checkbox"/> Comply
	Hyperconverged Infrastructure and Back-up System Solutions must be Enterprise-Grade .	<input type="checkbox"/> Comply
	The supplier must have been in the IT business for at least ten (10) years and is an authorized reseller of the products/units being offered for at least three (3) years	<input type="checkbox"/> Comply
	The Hyperconverged Infrastructure and Backup System, and all of its components, shall be a globally recognized brand, brand new (not cloned, imitation or illegally assembled), free from defects, and seamlessly compatible to run as an integrated system	<input type="checkbox"/> Comply
	All equipment and components should be the latest product model of the specific device manufacturer in the market at the time of the offer.	<input type="checkbox"/> Comply
	The Hyperconverged Infrastructure and Backup System devices are manufactured by an ISO 9001 or ISO 9002 certified company with continuous compliance for the past five (5) years prior to the bidding.	<input type="checkbox"/> Comply
	All license subscriptions for the devices should be active and valid for at least three (3) years and should start from the date of project completion or final acceptance	<input type="checkbox"/> Comply
	The Hyperconverged Infrastructure, Backup System, and any of its major components, shall not be an End-of-Life (EOL) and End-of-Support (EOS) model at the time of the bidding and during the 3-year warranty period. In the event of an unforeseeable EOL or EOS of any of the equipment within the warranty period, the equipment should be replaced FREE OF CHARGE	<input type="checkbox"/> Comply
	All equipment must be rack mountable and inclusive of all necessary accessories	<input type="checkbox"/> Comply

	Includes setup and deployment of Hyperconverged Infrastructure and Backup System equipment (a) Onsite at Central Office in Quezon City, and (b) Offsite at DICT Central Office Co-location/Data Center	<input type="checkbox"/> Comply
	The project covers the supply, delivery, physical installation, configuration, migration, testing, and knowledge transfer to be completed within 120 days from the issuance of the notice to proceed.	<input type="checkbox"/> Comply
	II. System Components	<input type="checkbox"/> Comply
	A. HYPER-CONVERGED INFRASTRUCTURE	
	Features and capabilities	<input type="checkbox"/> Comply
	Fully software-defined infrastructure that must be constituted as a single product consisting of hyper-converged nodes, hardware virtualization, storage virtualization, network connectivity, and management system.	<input type="checkbox"/> Comply
	The solution should be a Hyperconverged Appliance that comes with pre-installed various software including, but not limited to, software-defined storage with enterprise class storage services, replication with management and associated hypervisor.	<input type="checkbox"/> Comply
	The software-defined storage as part of the Hyperconverged Infrastructure solution must be capable of being integrated within the hypervisor kernel to provide better performance and resiliency, less memory and less CPU overhead and not using virtual storage controller architecture.	<input type="checkbox"/> Comply
	<p>Hyperconverged Infrastructure System must:</p> <ul style="list-style-type: none"> • Have a single pane of glass to monitor and manage both software and hardware stack from a single console • Have centralized logging to collect logs of infrastructure components of the Hyperconverged Infrastructure solution • Provide a single upgrade process for both software stack and hardware firmware & drivers • Provide a Business Continuity Plan (BCP) solution of Business Continuity and Disaster Recovery (BC-DR) or its equivalent which has to seamlessly integrate and has a single pane of management • Not have any single point of failure and must maximize data availability to keep business operational across the enterprise, with a goal of 99.999% uptime • Have an extensible infrastructure by providing integration with third party tools for automation and orchestration through industry standard toolset like REST API, PowerShell, Ansible, etc., and native Swagger integration for REST API or its equivalent • Have predictive failure analytics with proactive alert notifications • Must have 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 	<input type="checkbox"/> Comply
	<p>Hyperconverged Infrastructure System Scalability:</p> <ul style="list-style-type: none"> • Able to start as small as two (2) nodes for remote/branch office, and three (3) nodes for standard data center deployment, and should be scalable to at least 32 HCI nodes in the same cluster. • Can handle expected and unexpected growth easily, cost-effectively, and with minimal disruption to business activities such as adding nodes and drives without taking the cluster offline 	<input type="checkbox"/> Comply

	<ul style="list-style-type: none"> • Supports multiple generations of server hardware with varied configurations in the same cluster to provide an evergreen cluster for hyper-converged infrastructure • Supports multiple Hyperconverged Infrastructure server platforms in the same cluster • Should be scale-up and scale-out design • Should support hardware upgrades like memory, storage disks (cache and capacity), PCIe hardware FC HBA, NICs, GPU, etc. within the existing node 	
	<p>Hyperconverged Infrastructure Storage Capabilities:</p> <ul style="list-style-type: none"> • Must be configured using either Hybrid (HDD) or All-Flash (SSD/NVMe) storage type • Data caching tier that supports SSD or NVMe and capable of supporting multiple cache drives for high availability and enhanced performance within the same HCI Node • Shared storage must be created by clustering server attached disks (SSDs, HDDs, NVMs, etc.) and should not use any external storage devices (NAS, SAN, etc.) • Supports online analytics on health of the storage and provides predictive alerts • Storage should be object-based distributed architecture with no data locality of data written to a node 	<input type="checkbox"/> Comply
	<p>Hyperconverged Infrastructure solution must be able to sustain the following failures:</p> <ul style="list-style-type: none"> • One node failure and should also protect VM/application data from two or three node failures through 2 or 3 copy mirror data, respectively, for future configurations • Zero data loss capability in case of disk, host, network or rack power failure 	<input type="checkbox"/> Comply
	<p>Hyperconverged Infrastructure System Virtual Machine Management:</p> <ul style="list-style-type: none"> • 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 • In the event of a node failure, virtual machines should automatically be restarted on another node • Centralized interface from which one can configure, monitor and administer virtual machine access switching for the entire virtual data center, which shall simplify virtual machine network configuration, enhance network monitoring and troubleshooting capabilities • Network Quality of Service (QoS) for virtual machines and support for advanced networking features • Virtualization management software should have the ability to live migrate VM files from one storage array to another without any downtime and must support live migration from one storage protocol to another (ex. iSCSI, NFS, VMFS, etc.) • Virtualization software should provide enhanced visibility into storage throughput and latency of hosts and virtual machines that can help in troubleshooting storage performance issues 	<input type="checkbox"/> Comply
	<p>Hyperconverged Infrastructure System Security Features:</p> <ul style="list-style-type: none"> • Restrict and manage host access with Access Control List (ACLs) • Role-Based Access (RBAC) and lockdown mode • Multi-factor authentication • Secure boot support • Network segmentation to isolate VMs/applications in their respective subnet • Secure-by-design and security features should not be bolted in • Should USGv6 and IPV6 Ready-and compliant with the Common Criteria framework 	<input type="checkbox"/> Comply
	<p>Hyperconverged Infrastructure Appliance:</p>	<input type="checkbox"/> Comply

	<ul style="list-style-type: none"> • Hyperconverged Infrastructure Solution must provide a minimum number of three (3) nodes • Hyperconverged Infrastructure node should be 2 Rack Unit(RU) 3.5inch SAS/SATA/NVMe capable backplane • Each Hyperconverged Infrastructure node should be configured with: <ul style="list-style-type: none"> ○ At least 1x CPU, 12 cores @ 2.1 GHz processor or latest available at time of bidding for the entire cluster ○ At least 8 x 32GB RDIMM, 3200MT/s, Dual Rank DDR4 memory ○ At least dual-port 10GbE network adapter ○ 2 x SFP+ Transceivers and Fiber patch cords or direct attached cables (DAC) for HCI to Switches (3 meters) ○ At least 4 x 8TB Capacity Drives and 1 x 1.6TB SSD SAS ISE Write Intensive Cache Drive ○ Redundant and hot pluggable power supply • Must have a Trusted Platform Module (TPM) • Complete with accessories and other requirements such as power cord, jumper cord, rail kit, cable management arm, bezel kit, etc. 	
	B. BACKUP SYSTEM REQUIREMENTS:	<input type="checkbox"/> Comply
	Back-up Solution must be an integrated appliance	<input type="checkbox"/> Comply
	Back-up Solution must provide protection storage, protection software, search, advanced integration, monitoring, reporting, and analytics in a single, easy-to-deploy appliance, with tiering to public and private clouds	<input type="checkbox"/> Comply
	Back-up Solution must provide at least 24TB and 12TB usable capacity for onsite and offsite, respectively	<input type="checkbox"/> Comply
	<p>Back-up Solution general capabilities:</p> <ul style="list-style-type: none"> • Enables data administrators to deploy, configure, backup, and run disaster recovery workflows from a unified user interface for workloads like VM, File System, Microsoft Exchange Server, SQL Server, Oracle, Kubernetes, SAP HANA, NAS, etc. • Integrated Search that enables backup administrators to quickly search for and restore VM and NAS file copies • Search Engine that indexes service file, NAS, and file system metadata to enable searches based on configurable parameters • Supports tools that communicate with the appliance to monitor the backup environment, automatically detect current and potential issues, and collect and store diagnostic data. Unified dashboard for management of Jobs, Assets, Health, Compliance, Activities, Space Optimization, which all form a single pane of glass interface • Reporting capabilities for physical capacity utilization for chargeback and capacity planning • Performs variable length segmenting deduplication providing the highest efficiency storage that can reach up to 55x 	<input type="checkbox"/> Comply
	Backup Solution must provide industry-leading deduplication and hardware-assisted compression to minimize data center footprint, power consumption, and costs	<input type="checkbox"/> Comply
	<p>Backup Solution data store capabilities:</p> <ul style="list-style-type: none"> • All data in a deduplicated and compressed format • All data in a single Global Deduplication Pool • Can perform backups and replication at the same time • Ability to perform replication bandwidth throttling • Ability for in-flight data encryption • Data encryption capabilities to maximize security • Option for encryption of data-at-rest 	<input type="checkbox"/> Comply

	<ul style="list-style-type: none"> • Data immutability (Any data that is locked cannot be overwritten, modified, or deleted for a user-defined retention period) • Comprehensive cyber resilience and cyber threat ensured environment; creates point-in-time (PIT) retention-locked copies that can be used for recovery as an air-gapped cyber recovery solution 	
	Backup Solution must provide secure access through multi-factor authentication, single login with active directory integration, identity and access management (IAM), role-based access (RBAC), etc.	<input type="checkbox"/> Comply
	Backup Solution must support the following platforms: <ul style="list-style-type: none"> • All major OS platforms like Windows, CentOS, Linux, IBM's Advanced Interactive Executive (AIX), Ubuntu and SUSE Linux Enterprise Server (SLES) • All major Cloud tier platforms like Object Storage, Microsoft Azure, AWS (Amazon Web Services) and GCP (Google Cloud Platform) 	<input type="checkbox"/> Comply
	Backup Solution must ensure availability of all VMs at scale without business disruption with Transparent Snapshots	<input type="checkbox"/> Comply
	Backup Solution must have at least two/dual port 10GbE SFP+ network card, inclusive of transceivers SFP+ Short Range (SR) and fiber optic patch cord (3 meters)	<input type="checkbox"/> Comply
	C. NETWORK SWITCH REQUIREMENTS:	<input type="checkbox"/> Comply
	Two (2) units (Layer 3, managed switch)	<input type="checkbox"/> Comply
	Must be configured in High Availability Set-up (Active-Active)	<input type="checkbox"/> Comply
	At least 12 x 10GbE SFP+, 3 x 100GbE QSFP28 and 1 x serial management ports	<input type="checkbox"/> Comply
	Switching capacity: at least 860Gbps	<input type="checkbox"/> Comply
	Throughput: at least 640 Mpps	<input type="checkbox"/> Comply
	Packet buffer memory: at least 12Mb	<input type="checkbox"/> Comply
	CPU memory: at least 4GB	<input type="checkbox"/> Comply
	MAC address: at least 272k (L2 mode)	<input type="checkbox"/> Comply
	Per VLAN Spanning Tree (PVST): at least 128 instances	<input type="checkbox"/> Comply
	Address Resolution Protocol (ARP) table: at least 200k (L3)	<input type="checkbox"/> Comply
	Route: IPv4 - at least 200k and IPv6 - at least 130k (L3)	<input type="checkbox"/> Comply
	Rack mountable	<input type="checkbox"/> Comply
	Redundant power supply and fan	<input type="checkbox"/> Comply
	Restriction of Hazardous Substances (RoHS) compliant	<input type="checkbox"/> Comply
	Must support Virtual Extensible Local Area Network (VXLAN) L2/3 gateway	<input type="checkbox"/> Comply
	Must support precision time protocol to synchronize clocks on network devices	<input type="checkbox"/> Comply
	Must support scalable L2 and L3 Ethernet Switching with QoS, ACL and a full complement of standards based IPv4 and IPv6 features including OSPF, BGP and PBR	<input type="checkbox"/> Comply
	Must support enhanced mirroring capabilities including local mirroring, Remote Port Mirroring (RPM), and Encapsulated Remote Port Mirroring (ERPM)	<input type="checkbox"/> Comply
	Must have converged network support for Data Center Bridging, with priority flow control (802.1Qbb), ETS (802.1Qaz), DCBx and iSCSI TLV Enhanced mirroring capabilities including local mirroring, Remote Port Mirroring (RPM), and Encapsulated Remote Port Mirroring (ERPM)	<input type="checkbox"/> Comply
	Accessories and other requirements: 2 x SFP+ Multi-mode (MM) Transceivers and Fiber patch cords (10 meters) for Uplink, 8 x SFP+ MM Transceivers and Fiber patch cords (3 meters) for HCI and Backup Appliance , 2 x direct attach cable (DAC), power cord and rail kit	<input type="checkbox"/> Comply

D. OTHER COMPONENTS:	<input type="checkbox"/> Comply
DATA RACKS	<input type="checkbox"/> Comply
Branded	<input type="checkbox"/> Comply
Type: Rack enclosure	<input type="checkbox"/> Comply
Rack unit: 42U	<input type="checkbox"/> Comply
19'' Standard Racking System	<input type="checkbox"/> Comply
Color: Black	<input type="checkbox"/> Comply
Width: at least 600 mm	<input type="checkbox"/> Comply
Depth: 1200 mm	<input type="checkbox"/> Comply
Rack features: <ul style="list-style-type: none"> • Roof cable access • Adjustable vertical mounting rails • Removable half-height side panels and rear door with lock • Removable and reversible front door • Adjustable leveling feet • Cable management • Environment monitoring system • Power distribution unit (PDU) - ZeroU, 230V output, at least 16A, 18 x IEC 60320 C13 and 2 x IEC 60320 C19 outlets, 3 meters cable length 	<input type="checkbox"/> Comply
Restriction of Hazardous Substances Directive (RoHS) compliant	<input type="checkbox"/> Comply
Warranty Requirement: 5 years repair or replacement from the date of project completion or final acceptance	<input type="checkbox"/> Comply
UNINTERRUPTIBLE POWER SUPPLY (UPS)	<input type="checkbox"/> Comply
Enterprise grade	<input type="checkbox"/> Comply
Type: double conversion on-line	<input type="checkbox"/> Comply
Power capacity: at least 3kVA / 2.7kWatts	<input type="checkbox"/> Comply
Battery Technology: Maintenance-free, sealed lead acid battery, leak proof	<input type="checkbox"/> Comply
Battery runtime: 30 minutes on full load	<input type="checkbox"/> Comply
Input/Output Voltage: Philippine standard	<input type="checkbox"/> Comply
Output connection type: at least 8 x IEC 6030 C13, 2 x IRC Jumpers, 2 x IEC 60320 C19	<input type="checkbox"/> Comply
Rack mountable	<input type="checkbox"/> Comply
Alert/Alarm: Audible and visible alarms	<input type="checkbox"/> Comply
Network Interface: Ethernet standard	<input type="checkbox"/> Comply
System Notification: Capable to send email alerts	<input type="checkbox"/> Comply
Accessories: rail kit	<input type="checkbox"/> Comply
RoHS compliant	<input type="checkbox"/> Comply
Warranty Requirement: 3 years on parts and labor and 2 years for batteries from the date of project completion or final acceptance	<input type="checkbox"/> Comply
WARRANTY AND OTHER SERVICES	<input type="checkbox"/> Comply
Three (3) years warranty and maintenance support services for major supplied and installed equipment, including parts and labor and should start from the date of project completion or final acceptance	<input type="checkbox"/> Comply
For the Hyperconverged Infrastructure , the supplier must provide a single point of contact through 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	<input type="checkbox"/> Comply
Must have a single vendor support for the entire components of the solution, and support must be delivered in a unified way with a single support contact authorized to take support calls for both the hardware and software on the appliance	<input type="checkbox"/> Comply

Must provide a dial home or customer solution facility to pro-actively engage support teams for quicker hardware replacement and resolution	<input type="checkbox"/> Comply
24x7 and next business day standard support via email, phone, and on-site service for the duration of the warranty period	<input type="checkbox"/> Comply
Response time should be within 4 hours	<input type="checkbox"/> Comply
Technical training for system administration with hands-on learning activities from beginner to advanced levels for both HCI and Backup System with official courses with training materials (at least 6 persons)	<input type="checkbox"/> Comply
Knowledge transfer on all configured systems/devices for system administrators and with hands-on training	<input type="checkbox"/> Comply
Includes all technical documentation and systems manuals	<input type="checkbox"/> Comply
All setup, installation, troubleshooting, and support requirements must be performed by product engineers certified by the manufacturer to be capable of addressing the tasks required	<input type="checkbox"/> Comply
Any hardware peripherals/devices needed for the operational functionality of the entire hyper-converged infrastructure and backup system shall be provided by the supplier	<input type="checkbox"/> Comply
The supplier should have a Customer Service division/section in the IT business and after-sales service and support	<input type="checkbox"/> Comply
The supplier must have an official website and official corporate email account and be capable of receiving requests for technical support or service by phone or email	<input type="checkbox"/> Comply
Other necessary services that need to be performed by a certified professional shall be shouldered by the supplier including any identified operational requirements of the system that were not explicitly indicated in the technical specifications	<input type="checkbox"/> Comply

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 or post-qualification, the same shall give rise to automatic disqualification of our bid.

Very truly yours,

Signature Over Printed Name

Position

Company

Telephone Number/s

Email address/es

Date signed

Statement of Compliance

[Bidders must check the "Comply" box against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]