

PHILIPPINE BIDDING DOCUMENTS

Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure

IB No. 2021-EPA-0014

**Government of the Republic of the Philippines
Philippine Competition Commission**

November 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

INVITATION TO BID FOR PROCUREMENT OF COMPREHENSIVE ICT MAINTENANCE SERVICES FOR THE PHILIPPINE COMPETITION COMMISSION DATA CENTER INFRASTRUCTURE

- The *Philippine Competition Commission (PCC)*, through the *FY 2021 National Expenditure Program (NEP)* intends to apply the sum of *Seven Million Six Hundred Thousand Pesos (PhP 7,600,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure* under *Invitation to Bid (IB) No. 2021-EPA-0014*. Bids received in excess of the ABC shall be automatically rejected at bid opening. Award of the contract is on a per lot basis.
- The *PCC* now invites bids for the following Procurement Project:

Lot 1	Hyperconverged Server Infrastructure	PhP 1,500,000.00
Lot 2	Network Switches and Wireless Devices	2,500,000.00
Lot 3	Uninterruptable Power Supply	1,600,000.00
Lot 4	Fire Suppression System	1,000,000.00
Lot 5	Precision Airconditioning System	1,000,000.00
Total ABC:		PhP 7,600,000.00

(See details in the attached Terms of Reference.)

Delivery of the Goods is required by *fifteen (15) calendar days from the receipt of Notice to Proceed*. Bidders should have completed a contract similar to the Project *within five (5) years* from the date of submission and receipt of bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

- 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.

5. Interested bidders may obtain further information from *PCC* and inspect the Bidding Documents at the address given below during *office hours from 9:00 A.M. to 5:00 P.M. (Monday through Friday)*.
6. A complete set of Bidding Documents may be acquired by interested Bidders on *18 November 2020* from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB and internal issuance of PCC Bids and Awards Committee (PBAC), in the following amount:

- Lot 1: Two Thousand Pesos (PhP 2,000.00)*
- Lot 2: Three Thousand Pesos (PhP 3,000.00)*
- Lot 3: Two Thousand Pesos (PhP 2,000.00)*
- Lot 4: One Thousand Pesos (PhP 1,000.00)*
- Lot 5: One Thousand Pesos (PhP 1,000.00)*

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids

7. The *PCC* will hold a Pre-Bid Conference on *25 November 2020, 03:00PM* at the given address below or through Microsoft Teams teleconference which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat at the office address indicated below on or before *09 December 2020, 12:00NN*. 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 *09 December 2020, 03:0PM* at the address given below or through Microsoft Teams teleconference. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.
11. The *PCC* 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:

THE SECRETARIAT

*Bids and Awards Committee
Philippine Competition Commission
25/F Vertis North Corporate Center 1,
North Avenue, Quezon City, 1105*

Tel. No.: (02) 8771-9722/ (02) 8771-9757

Email: procurement@phcc.gov.ph / mrfajutnao@phcc.gov.ph

Website: www.phcc.gov.ph



ATTY. JOSEPH MELVIN B. BASAS

 Chairperson, PCC Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *PCC* wishes to receive Bids for the *Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure* with identification number *IB No. 2021-EPA-0014*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2021 in the amount of *Seven Million Six Hundred Thousand Pesos (PhP 7,600,000.00)*.

2.2. The source of funding is the *FY 2021 National Expenditure Program (NEP)*

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 at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting 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 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.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit **one (1) original** and **two (2) copies** 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.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 8 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 10 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 BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the

BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as one project having one lot and 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Procurement of Comprehensive ICT Maintenance Services for the Data Center Infrastructure.</i> b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	<ul style="list-style-type: none"> 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.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than: <ul style="list-style-type: none"> <i>Lot 1: Thirty Thousand Pesos (PhP 30,000.00)</i> <i>Lot 2: Fifty Thousand Pesos (PhP 50,000.00)</i> <i>Lot 3: Thirty-Two Thousand Pesos (PhP 32,000.00)</i> <i>Lot 4: Twenty Thousand Pesos (PhP 20,000.00)</i> <i>Lot 5: Twenty Thousand Pesos (PhP 20,000.00)</i> <p>if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> b. The amount of not less than: <ul style="list-style-type: none"> <i>Lot 1: Seventy-Five Thousand Pesos (PhP 75,000.00)</i> <i>Lot 2: One Hundred Twenty-Five Thousand Pesos (PhP 125,000.00)</i> <i>Lot 3: Eighty Thousand Pesos (PhP 80,000.00)</i> <i>Lot 4: Fifty Thousand Pesos (PhP 50,000.00)</i>

	<p style="text-align: center;"><i>Lot 5: Fifty Thousand Pesos (PhP 50,000.00)</i></p> <p style="text-align: center;">if bid security is in Surety Bond.</p>
19.3	<i>Please refer to the attached Terms of Reference.</i>
20.2	<i>Not Applicable</i>
21.2	<i>Not Applicable</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
	<p>Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to <i>PCC</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are the End-User or the project proponents.</p> <p>Incidental Services – The Supplier 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; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>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.</p> <p>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:</p>

	<p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>

	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>Partial payment is not allowed.</i>
4	<i>Please refer to the attached Terms of Reference.</i>

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.

Please refer to the attached Terms of Reference

Section VII. Technical Specifications

(Terms of Reference)

TERMS OF REFERENCE

Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure

I. RATIONALE:

The Philippine Competition Commission (PCC) maintains ICT equipment and associated machineries housed in its data center supporting the Commission's day-to-day operation, included as follows:

- Lot 1: Hyperconverged Server Infrastructure;
- Lot 2: Network Switches and Wireless Devices;
- Lot 3: Uninterruptable Power Supply;
- Lot 4: Fire Suppression System, and
- Lot 5: Precision Airconditioning System.

Comprehensive maintenance is essential in ensuring the equipment operates at peak performance to lessen the likelihood of failures and to reduce the risk of downtime. A Comprehensive Information and Communications Technology (ICT) Maintenance Services (CIMS) will decrease the total cost of investment by extending the equipment life, reduce repair costs, improve reliability, decrease costs of replacement, and decrease downtime of operation.

The CIMS will be procured on a per lot basis and prospective bidders can bid on a specific lot or all lots.

II. OBJECTIVE

1. To maximize useful life, total operating cost directly attributed to equipment service and repair;
2. To minimize frequency of interruptions and downtimes to operations by reducing breakdown and enhance safety; and
3. To enable service quality, achieve through correctly adjusted service and operated equipment.

III. SCOPE OF WORKS

The maintenance provider shall perform the following tasks:

A. General Provisions and Conditions:

1. Conduct site visits based on agreed schedules and as need arises;
2. Conduct assessment of the equipment for hardware condition and software version;
3. Create a maintenance checklist for the equipment and other related peripherals;
4. Conduct maintenance check on a monthly basis, following the approved maintenance checklist;

5. In the event of faulty part/s, the maintenance provider must replace the parts within fifteen (15) days upon detection. If part is not available within the time period, a service unit may be accepted, given that any damage/s to other peripherals due to the service unit will be replaced by the maintenance provider at no cost to PCC;
6. Provide all materials, equipment and peripherals, scope of works not mention in this Terms of Reference but needed in the completion of the project;
7. Provide maintenance checklist for the equipment which must be approved by the ICT Division Chief;
8. The maintenance provider must conduct Monthly Maintenance based on the Preventive Maintenance Schedule:

Equipment	Schedule	Time
Hyperconverged Server Infrastructure	2 nd Friday of the Month	7AM – 4PM
Network Switches and Wireless Devices	2 nd Friday of the Month	7AM – 4PM
Uninterruptable Power Supply	4 th Friday of the Month	7AM – 12NN
Fire Suppression System	4 th Friday of the Month	1PM – 4PM
Precision Airconditioning System	4 th Friday of the Month	7AM – 12NN

9. In the event of postponement by the maintenance provider on the Maintenance Activity, they must secure approval from the end-user and conduct the maintenance activity as soon as possible. The end-user can also postpone the maintenance activity and will advise the maintenance provider on the nearest possible date to conduct the activity.
10. Must submit monthly accomplished maintenance checklist and technical and/or preventive maintenance report for documentation and payment purpose.
11. Service Level Agreement.
 - Provide a single point of contact for technical and customer support, either phone or electronic mail;
 - Provide 8X7 call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekend and holidays.

B. Specific Provisions and Conditions:

Lot 1: Hyperconverged Server Infrastructure

- **Contract Duration: January to December 2021;**
- Conduct life cycle management to verify software versions, firmware upgrades, Update if necessary;
- Conduct hardware check to verify the condition of the installed hardware;
- Check license and verify all related components is activated;
- Install Acropolis Operating System (AOS), Hypervisor, and Nutanix Cluster Check (NCC) version releases;
- Conduct software pre-test and validation before installation of the software and firmware to be upgraded;
- After upgrade, check firmware and other software for compatibility issues, if compatibility issue occurred, supplier must conduct roll back procedure and provide technical report on the problem.

Lot 2: Network Switches and Wireless Devices

- **Contract Duration: January to December 2021;**
- Configure SNMP community and strings and join Cisco Switches and Wireless Devices and related products;
- Configure a simple monitoring facility and connect the SNMP community and strings;
- Configure a backup facility (e.g. tftp) and connect all Cisco Switches and Wireless Devices, if possible, have a scheduled backup;
- Configure, Test and Implement Access Control List (ACL);
- Conduct assessment of the hardware and software version, update if necessary;
- Check cables and wires interconnects for possible damage;
- Check status of the system and if necessary clean and reconfigure for optimal operation;

Lot 3: Uninterruptable Power Supply

- **Contract Duration: January to December 2021;**
- Conduct assessment of the UPS for hardware condition, software version and electrical connections and terminations;
- Conduct maintenance of power module and battery;
- Check status of batteries and if necessary clean and reconfigure for optimal operation;
- Check cables and wire interconnects for possible damage;
- Upgrade if necessary, the firmware version of the UPS;
- Configure and integrate any peripheral and equipment needed in the operation of the UPS;

Lot 4: Fire Suppression System

FM-200 Fire Suppression Systems (FSS) components and associated accessories:

- Storage components - consist of the cylinder assembly(ies), which contains the FM-200 chemical agent, and the cylinder bracket(s), which holds the cylinder assembly securely in place.
- Distribution components - consist of the discharge nozzles used to introduce the FM-200 into a protected hazard along with the associated piping system used to connect the nozzles to the cylinder assembly.
- Trim components - complete installation of the FM-200 system, consist of connection fittings, pressure gauge, low-pressure supervisory switch, electric valve actuator, and manual valve actuator.
- Slave arrangement components - consist of the pneumatic valve actuator(s), actuation check valve, vent check, actuation hose, and fittings required for a multiple cylinder (slave) arrangement.
- Supplemental components – include the discharge pressure switch and manifold check valve. They supplement the core equipment or complete a specific multi-cylinder configuration.
- Control panel – the device that monitors the condition of the electric actuator, detectors, warning devices, cylinder pressure, and any manual release and abort stations. All electric or electronic devices must connect to the control panel in order to function.
- Early warning detection and alarm devices – the early warning detection devices coupled with manual release and abort stations maximize system efficiency while audible and visual alarm devices alert staff of alarm conditions.

The service provider shall perform the following tasks:

- **Contract Duration: January to December 2021;**
- Conduct assessment of the fire suppression system for hardware condition, software version and electrical connections and terminations;
- Conduct maintenance of main panel, FM-200 tanks, related equipment and peripherals;
- Check status of the system and if necessary clean and reconfigure for optimal operation;
- Upgrade, if necessary, firmware version of the main panel;
- Configure and integrate any peripheral and equipment needed in the operation of the fire suppression system;

Lot 5: Precision Airconditioning (PACU) System

PACU components and associated accessories:

- Water Temperature Sensor - Inlet water temperature and outlet water temperature sensors are fitted into the units to monitor the supply water condition
- Electrical and Control Panel - High and low voltage cables are segregated and each component is protected by individual Miniature Circuit Breaker (MCB). Air Conditioning (AC) components such as fan motors are protected by manual motor starters
- Coil - Large coil face area allows more cooling capacity at lower face velocity
- Modulating Ball Valve - Modulating ball valve rated pressure nominal 25 (PN25) with equal percentage characteristic ensures excellent control of water flow through the cooling coil
- Fan Configuration – Electronically Commutated (EC) fan is enabled for various control settings for data center cooling such as underfloor pressure and variable airflow controls.
- Other features and components – features and components installed are in operation as required and intended for precision air conditioning units.

The service provider shall perform the following tasks:

- **Contract Duration: January to December 2021;**

- Conduct assessment of the precision aircon for hardware condition, software version and electrical connections and terminations
- Conduct maintenance of water temperature sensor, electrical and control panel, coil, valve control, fan and related equipment and peripherals;
- Check status of the system and if necessary clean and reconfigure for optimal operation;
- Upgrade if necessary, firmware version of the main panel;
- Configure and integrate any peripheral and equipment needed in the operation of the precision aircon.

IV. INFORMATION SECURITY AND NON – DISCLOSURE AGREEMENT

To ensure protection of PCC assets, maintenance providers are expected to observe and abide by the established PCC Information Security Management System (PCC ISMS) and shall agree to sign a non-disclosure agreement.

All data, documents, records, configuration files and metadata (collectively “Information”) to be provided to the Maintenance Provider/s for purposes of delivering the Services are considered confidential information and shall remain the sole property of PCC. The Maintenance Provider/s shall acknowledge the importance of maintaining security and confidentiality of the Information and agree to prevent unauthorized transfer, disclosure, or use of these Information by any third person or entity. Maintenance Provider/s shall not use the Information for any purpose other than in connection with the Services. Maintenance Provider/s shall ensure that it will not retain, after completion of the Services with which the Information was provided, all or any portion of the Information, in any manner whatsoever.

Upon completion of the Services, any and all Information shall be deleted by PCC. The Maintenance Provider/s shall not keep any copy of the Information in either digital or physical format, including, but not limited to notes, documents, memoranda, and other writing, electronic records, communications, and the like.

V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is Seven Million Six Hundred Thousand Pesos Only (Php. 7,600,000.00) from *January to December 2021*, inclusive of all applicable government taxes and service. The contract price shall include all the costs and profits arising from the or in relation to the services rendered in connection with the engagement and until the end of the contract.

Breakdown of Approved Budget (ABC) for each lot.

Lot No. / Project	ABC per Lot
Lot 1: Hyperconverged Server Infrastructure	Php. 1,500,000.00
Lot 2: Network Switches and Wireless Devices	2,500,000.00
Lot 3: Uninterruptable Power Supply	1,600,000.00
Lot 4: Fire Suppression System	1,000,000.00
Lot 5: Precision Airconditioning System	1,000,000.00
Total	7,600,000.00

If the maintenance will not be implemented in January 2021, **pro-rated contract cost must be from the Month of Contract Effectivity to December 2021.**

Bids received in excess of the ABC shall be automatically rejected at bid opening.

VI. QUALIFICATION OF THE SUPPLIER

The Maintenance Provider/s should be legally registered in PhilGEPS and has secured a BIR Tax Certificate and/or Clearance, and duly registered with DTI/SEC/CDA to be eligible to submit bids. Similarly, the Maintenance Provider/s should have the following minimum qualifications:

- a. Should be an established IT company with experience with the following:

Lot No. / Project	Years / Relevant Experience
Lot 1: Hyperconverged Server Infrastructure	Three (3) years experience in maintenance of Hyperconverged Server Infrastructure (HCI).
Lot 2: Network Switches and Wireless Devices	Three (3) years experience in maintenance of any brand of Core, Managed Switches and Wireless Devices.
Lot 3: Uninterruptable Power Supply (UPS)	Three (3) years experience in maintenance of enterprise grade and modular Uninterruptable Power Supply
Lot 4: Fire Suppression System	Three (3) years experience in maintenance of enterprise grade and addressable type Fire Suppression System
Lot 5: Precision Airconditioning System	Three (3) years experience in maintenance of chilled water type Precision Airconditioning System

- b. Must submit certification of authorized distributorship / dealership / resellership from the distributor / manufacturer of the product/s offered.
- c. Submit the list of identified engineers and/or technicians with **signed curriculum vitae, having at least three (3) years of experience working in similar field of engagement** that will be involve in the maintenance of the equipment.

- d. Should submit copies of client’s satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients for the last five (5) years, with similar contracts. Similar contracts refer to delivery of comprehensive maintenance contract for hyperconverged servers, network switches and wireless devices, Uninterruptable Power Supply, Fire Suppression System, Precision Airconditioning System and other data center related equipment.

VII. TECHNICAL SPECIFICATIONS

Minimum and/or equivalent functional requirements, technical specifications, features, characteristics and numbers for:

General Provisions and Conditions:

1. Comprehensive ICT Maintenance Services (CIMS) will be from **January to December 2021**;
2. Any Software, Hardware Assurance and Support (renewal/reinstatement) which lapsed before the duration of the CIMS period must be covered by the maintenance provider at no additional cost to PCC;
3. The CIMS must include all integral parts and other related peripherals that are needed in the operation of the equipment. It is expressed that all related components and peripherals shall be included in the CIMS and must be covered during the maintenance period.
4. Provide all materials, equipment and peripherals, scope of works not mention in this Terms of Reference but needed in the completion of the CIMS per lot.

Lot 1: Hyperconverged Server Infrastructure

Equipment	Model / Serial Number
Three (3) HCI Chassis	17FM37250014 17FM37250010 18FM6G210020
Three (4) HCI Node NX-8035-G5	ZM173S006600 ZM163S012377 ZM163S012310 ZM182S002566
Two (2) HCI Node NX-1065-G5	ZM183S003348 ZM183S003343
Subscription of AHV Professional License	
Six (6) HCI Node <ul style="list-style-type: none"> • ZM173S006600 • ZM163S012377 • ZM163S012310 • ZM182S002566 • ZM183S003348 	NX-8035-G5

• ZM183S003343	NX-1065-G5
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Lot 2: Network Switches and Wireless Devices

Equipment	Serial Number
Cisco Catalyst 3850 24 Port PoE IP Base WS-C3850-24P-S	FCW2224D0C1
	FOC2126L255
Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base WS-C2960X-48FPS-L	FCW2149B2LF
	FCW2149B2LB
	FCW2149B2KV
	FCW2149B2L6
	FCW2149B2LE
	FCW2149B2L4
Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base WS-C2960X-48LPS-L	FOC2205V0J9
	FOC2205V05Z
	FOC2205S0F3
	FOC2205S0AV
	FOC2205V0J6
	FOC2205V0JC
2504 Wireless Controller AIR-CT2504-5-K9	PSZ21501JUQ
2504 Wireless Controller for High Availability AIR-CT2504-HA-K9	PSZ22191KH8
Cisco Aironet 1815i Series AIR-AP1815I-A-K9	FGL2214B2EB
	FGL2214B2EE
	FGL2214B2F6
	FGL2214B2EG
	FGL2214B2F5
	FGL2214B2E9
	FGL2214B2ED
	FGL2214B2EC
	FGL2214B2EH
	FGL2214B2EF
Cisco Aironet 1852 Series AIR-AP1852I-A-K9	KWC214408J0
	KWC214408AP
	KWC214407H8
	KWC214408I5
	KWC214408BJ

Lot 3: Uninterruptable Power Supply

Equipment	Model / Serial Number / Description
Eaton UPS 50kVA	93PR / 4M094WWAA01
- ModBus Module	
- BYPASS Module	
- Power Module	2 units
Battery	20 units

Lot 4: Fire Suppression System

Equipment	Model / Serial Number / Description
Main Panel	Kidde ARIES NETLink / 53676750
FM-200 Tank	2 tanks
Gas Discharged Signages	2 units
Strobe Lights	2 units
Bell	2 units
Suppression system abort push button	2 units
Push/Pull Lever	2 units

Lot 5: Precision Airconditioning (PACU) System

Description	Model / Serial Number
2 Units Precision Air Conditioning Unit	
Model	ECU25E
Serial Number	CDGEC-18/0001 CDGEC-18/0002
Volts	380 Vac
Phase	Single
Cycles	60Hz
FL Amps	21.3A
M.W.P	16 BAR

VIII. SCHEDULE OF REQUIREMENTS

The Supplier must execute a signed and notarized contract within fifteen (15) calendar days from receipt of Notice to Proceed (NTP).

IX. MODE OF PROCUREMENT:

The mode of procurement shall be Public Bidding provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184

X. PAYMENT SCHEME:

Payment shall be made on a **QUARTERLY BASIS**. The PCC shall pay the Maintenance Provider within fifteen (15) working days upon receipt of the original signed Statement of Account, or billing statement, supported by Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user.

XI. LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the goods and/or to perform the services within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-

tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once, the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

XII. DISPUTE AGREEMENT / RESOLUTION

Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by the Parties.

Prepared by:



ALVIN U. BOSQUE, MCP (Azure), CDCP
Information Technology Officer I

Approved by:



ALLAN ROY D. MORDENO
CISM, ISO/IEC27001 LI, CDPP, COBIT(F), ITIL(F)
Chief, ICT Division

Noted by:



JERSON Q. DE LA TORRE
Officer-in-Charge, Administrative Office

Conforme:

Name and Signature of Authorized Representative

Designation

Name of Company

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (k) **The Supplier's audited financial statements**, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

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

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

