



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

**BIDDING DOCUMENTS FOR THE
PROVISION OF DATA CENTER
INFRASTRUCTURE REFRESH AND
MAINTENANCE**

**Project ID No.: BOC-GOODS-2023-17
November 2023**

TABLE OF CONTENTS

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	7
1. Scope of Bid	8
2. Funding Information.....	8
3. Bidding Requirements	8
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	8
5. Eligible Bidders.....	9
6. Origin of Goods	9
7. Subcontracts	9
8. Pre-Bid Conference	9
9. Clarification and Amendment of Bidding Documents	10
10. Documents comprising the Bid: Eligibility and Technical Components	10
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	12
13. Bid and Payment Currencies	13
14. Bid Security	13
15. Sealing and Marking of Bids	13
16. Deadline for Submission of Bids	13
17. Opening and Preliminary Examination of Bids	14
18. Domestic Preference	14
19. Detailed Evaluation and Comparison of Bids	14
20. Post-Qualification	14
21. Signing of the Contract	14
Section III. Bid Data Sheet	15
Section IV. General Conditions of Contract	17
1. Scope of Contract	18
2. Advance Payment and Terms of Payment	18
3. Performance Security	18
4. Inspection and Tests	18
5. Warranty	19
6. Liability of the Supplier	19
Section V. Special Conditions of Contract	20
Section VI. Schedule of Requirements	22
Section VII. Technical Specifications	23
Section VIII. Checklist of Technical and Financial Documents	37

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.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

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.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

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.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

Section I. Invitation to Bid

SECTION I. INVITATION TO BID

“Provision of Data Center Infrastructure Refresh and Maintenance”

1. The Bureau of Customs (BOC) through the authorized appropriations under the CY 2023 General Appropriations Act intends to apply the sum of Fifteen Million Eight Hundred Thousand Pesos (Php15,800,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the “Provision of Data Center Infrastructure Refresh and Maintenance”. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Bureau of Customs now invites bids for the above Procurement Project. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective bidders may obtain further information from the BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on November 09, 2023 from the given address and website 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 (P25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.
6. The BOC will hold a Pre-Bid Conference on November 16, 2023, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders. Send a Letter of Intent through email and we will send the link via Microsoft Teams.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before November 28, 2023, 9:30 a.m. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on November 28, 2023, 10:00 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The BOC 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BOC-BAC Secretariat
General Services Division
OCOM Bldg., South Harbor, Gate 3, Port Area, Manila
Telefax No. 526-6571
Email address: **bacsecretariat@customs.gov.ph**

12. You may visit the following websites:

For downloading of Bidding Documents: **<https://customs.gov.ph/bid-opportunities/>**

Date issued: November 09, 2023

MICHAEL C. FERMIN
Chairperson, BOC-BAC

Section II. Instructions to Bidders

TABLE OF CONTENTS

1. SCOPE OF BID.....	9
2. FUNDING INFORMATION.....	9
3. BIDDING REQUIREMENTS	9
4. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES	9
5. ELIGIBLE BIDDERS	9
6. ORIGIN OF GOODS.....	10
7. SUBCONTRACTS	10
8. PRE-BID CONFERENCE.....	10
9. CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS	10
10. DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS	11
11. DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT.....	11
12. BID PRICES.....	11
13. BID AND PAYMENT CURRENCIES	12
14. BID SECURITY	12
15. SEALING AND MARKING OF BIDS	13
16. DEADLINE FOR SUBMISSION OF BIDS	13
17. OPENING AND PRELIMINARY EXAMINATION OF BIDS	13
18. DOMESTIC PREFERENCE.....	14
19. DETAILED EVALUATION AND COMPARISON OF BIDS	14
20. POST-QUALIFICATION.....	14
21. SIGNING OF THE CONTRACT	15

1. Scope of Bid

The Procuring Entity, Bureau of Customs-Bids and Awards Committee (BOC-BAC) wishes to receive Bids for the “Provision of Data Center Infrastructure Refresh and Maintenance” with identification number BOC-GOODS-2023-17.

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

2. Funding Information

2.1. The Government of the Philippine (GOP) through the source of funding as indicated below for FY 2023 General Appropriations Act in the amount of Fifteen Million Eight Hundred Thousand Pesos (₱15,800,000.00).

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

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 **ITB** 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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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:

- a. 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 6 of the **ITB**.

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years as provided in paragraph 2 of the **ITB** 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 **ITB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - 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:
 - a. 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 March 27, 2024. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

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.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **ITB**. 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 maybe. 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 one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. 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, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}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**. The LCB shall likewise submit the required documents for final Post Qualification.}

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

ITB Clause	
1	<p>The Procuring Entity is the Bureau of Customs.</p> <p>The name of the Contract is “Provision of Data Center Infrastructure Refresh and Maintenance.”</p> <p>The identification number of the Contract is BOC-GOODS-2023-17.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the CY 2023 General Appropriations Act in the amount of Fifteen Million Eight Hundred Thousand Pesos (₱15,800,000.00).</p>
3	No further instruction.
5	Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1.
5.2	Foreign bidders are not allowed.
5.3	<p>The bidder must have completed, five (5) years prior to November 28, 2023 single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid.</p> <p>Bidders must include in their Bid a photocopy of Single Largest Completed Contract, Notice of Award (NOA), Notice to Proceed (NTP), Technical Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent in the Private Sector.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or a failure against the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.</p> <p>For this purpose, similar contract shall refer to “Building, Maintaining and Upgrading of Data Centers, including Installation and Commissioning of Precision Air-Conditioning System and Data Center Fire Suppression System, Data Center Environment Monitoring Systems”</p>
5.4	Joint Venture is not allowed.
7.1 (a)	Subcontracting is not allowed.
8	The BOC will hold a Pre-Bid Conference on November 16, 2023, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders.

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> <ol style="list-style-type: none"> 1. The amount of not less than ₱316,000.00, or 2% if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than ₱790,000.00, or 5% if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabs.</p> <p>All documents within the Bid (both Original and Photocopies), along with any accompanying attachments like brochures etc., must be originally certified as true copies by the authorized representative.</p>
19.3	<p>Partial bids are not allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
20.1	<p>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 the following documents:</p> <ol style="list-style-type: none"> 1. Certificate of Site Inspection signed and issued by Bureau of Customs – Management Information Systems and Technology (BOC-MISTG) Personnel Certificate of Performance Evaluation: Minimum rating – Satisfactory. 2. Required Licenses or Certification: Certification from Manufacturers that BIDDER is an authorized partner for the repair of the following equipment/s, and for the supply of spare parts/consumable items: <ol style="list-style-type: none"> a. Uninterruptible power supplies (Legrand Keor T Evo 15kVA UPS, Liebert APM 30-150kVA) b. Fire suppression system (FM200) c. Automatic transfer switch (ASCO) d. Precision air conditioning units (Liebert) 3. Must submit a certification of letter addressed to Bureau of Customs issued by Vertiv that they will provide direct technical support and comprehensive maintenance for the existing Vertiv Uninterruptible Power Supply (UPS) and Vertiv Precision Airconditioning Units (PACU). 4. Must submit a certification of letter addressed to Bureau of Customs issued by Legrand of their Authorized Service Partner that they will provide direct technical support and comprehensive maintenance for the existing Legrand Uninterruptible Power Supply (UPS).

	<ol style="list-style-type: none"> 5. Must submit a certification or letter addressed to Bureau of Customs issued by ASCO or their Authorized Service Partner that they will provide direct technical support and comprehensive maintenance for the existing ASCO Automatic Transfer Switch. 6. Latest Income Tax Return and business Tax Return with proof of payment (<i>filed and paid through BIR Electronic Filing and Payment System (eFS)</i>). 7. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months; 8. Latest Audited Financial Statement; and 9. Mayor's Permit, Tax Clearance and DTI or SEC Registration.
21.1	No further instruction

Section IV. General Conditions of Contract

TABLE OF CONTENTS

1.	SCOPE OF CONTRACT.....	21
2.	ADVANCE PAYMENT AND TERMS OF PAYMENT	21
3.	PERFORMANCE SECURITY	21
4.	INSPECTION AND TESTS.....	21
5.	WARRANTY	22
6.	LIABILITY OF THE SUPPLIER.....	22

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>The Goods shall only be delivered by the supplier as indicated in Section VI. Schedule of Requirements. Moreover, the delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.</p>
2.2	<p>Payment shall be made after formal acceptance of deliverables, and 10% shall be retained until completion of contract.</p>
3	<p>No further instructions.</p>
4	<p>Inspections and Tests</p> <p>Complete Goods shall be inspected and/or tested by the End User based in Section VII. Technical Specifications.</p>
5.1	<p>No further instructions.</p>
5.2	<p>No further instructions.</p>
6	<p>No additional provision.</p>

Section VI. Schedule of Requirements

Item	Description	Delivery Date
1	<p>Two (2) years support and maintenance for the following Data Center equipment:</p> <ul style="list-style-type: none"> • Uninterruptible power supply • Power generators • Fire suppression systems • Panel boards • Door access system & controls • Automatic transfer switches • Precision air conditioning units • ACU Auto Change Over Panel • Structured cabling system 	<p>Deliver within twenty-four (24) months after receipt of Notice to Proceed with some deliverables to be provided as specified in Section VII. Technical Specifications to be delivered in Customs ICT Center, Gate 3, South Harbor, Port Area, Manila</p>

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

Section VII. Technical Specifications

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

A. INSTRUCTION:

The bidder must state in the last column opposite each parameter and required specifications either “Comply” or “Not Comply”. All pages shall be properly signed. Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not 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 Bidders 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 provisions of ITB Clause above goods manufactured by us.

Item	Specifications	Statement of Compliance
	<p>➤ <u>Bidders Requirements</u></p> <ul style="list-style-type: none"> • The SERVICE PROVIDER must be continuously operating in the Philippines for the past ten (10) years with a paid-up capital of at least Twenty Million Pesos (PhP20,000,000.00). • SERVICE PROVIDER must have a 24 x 7 Service Desk – Phone and email support: Monday – Sunday including regular holidays, special holidays and government announced holidays. • SERVICE PROVIDER must have on-call personnel: 24 x 7 Monday – Sunday including regular holidays, special holidays and government announced holidays. On call support is provided in situations that require the presence of Technical Personnel at BOC site to perform critical activities. Response time is within 4 hours from receipt of call. • SERVICE PROVIDER shall serve as the single point of contact for the required maintenance (in case PROVIDER will partner with various suppliers). • SERVICE PROVIDER shall conduct Health Checks upon issuance of Notice to Proceed to analyze the status of the Data Center facilities and provide recommendations. Software patches and updates are also performed as necessary. The Health Check shall include among others: <ul style="list-style-type: none"> - Network and electrical cabling within the Data Center - Fire-detection/suppression system - Temperature and humidity control/s - Back-up power generation/supply • In case the equipment is found faulty and needs to be pulled out by SERVICE PROVIDER, a service / replacement unit shall be provided. • SERVICE PROVIDER shall provide a Technical Staff on-site for software-related trouble shooting and fixing. If required, available software patching for bug-fixes shall be performed. • SERVICE PROVIDER shall conduct routine 8 x 5 preventive maintenance program on all Data Center equipment at the site. The scope of Preventive Maintenance shall be as follows: <ul style="list-style-type: none"> - General check-up of the equipment or hardware; 	
	<ul style="list-style-type: none"> - General check-up on any program or software used in the operation of any equipment or hardware; - Diagnostic routine within the system. <ul style="list-style-type: none"> • SERVICE PROVIDER must have the capability to provide the following reports: 	

	<ul style="list-style-type: none"> - Provide service reports and documentation - Incident report (if any) - Quarterly activity summary report <p>Brochures: In the event that the equipment covered in the Maintenance Service shall be replaced by the winning bidder, the latest Manuals for all equipment/devices shall be provided.</p>	
	<p>➤ <u>Overview of Services</u></p> <ul style="list-style-type: none"> • 24 x 7 Service Desk Phone and email support: Monday – Sunday including regular holidays, special holidays and government announced holidays • On-call personnel: 24 x 7 Monday – Sunday including regular holidays, special holidays and government announced holidays. On-call support is provided in situations that require the presence of Technical Personnel at BOC site as urgently needed to perform critical activities. Response time is within 4 hours from receipt if call. • Reporting: Provide service reports and documentation, Incident Report, Site Inspection Report and Quarterly Activity Summary Report. 	
	<p>➤ <u>Uninterruptible Power Supply</u></p> <ul style="list-style-type: none"> • One-time GENERAL PREVENTIVE MAINTENANCE (Health Check) must be conducted to check the status of existing UPS including but not limited to – <ul style="list-style-type: none"> - Conduct Visual Inspection of units – SERVICE PROVIDER shall look for any alarms displayed and physical defects like charred/darkened areas, swollen capacitors etc. This also includes the lamp test on the front panel display to check if all LED on the display and horn are operational. - Measure/Check Parameters – measure actual parameters from the unit and compare it with the display. - Power Shutdown of the UPS – inspect the tightness of all connections. Look for signs of overheating and verify no loose connections. - Conduct General Preventive Maintenance Procedures – includes the checking of the UPS internal parts and cleaning of the internal area. Battery testing is also done individually to check its reliability and wiring interconnections. - Power Failure Simulation – if the batteries are found to be in good working condition, simulation is done to check the charging and discharging capacity of batteries. - Monitoring of the UPS – observe and ensure that no problem exist during and after the service. - Part/s found defective during the service shall be replaced by the SERVICE PROVIDER at no additional cost to BOC. - SERVICE PROVIDER must ensure that during PM procedure there will be no downtime on the IT Equipment 	

	<p>but if downtime is unavoidable, the SERVICE PROVIDER must seek approval from BOC.</p> <ul style="list-style-type: none"> - Two (2) weeks after receipt of Notice to Proceed, SERVICE PROVIDER must conduct Health Check. <ul style="list-style-type: none"> ▪ Replacement of UPS Batteries (for 3 units of 15kVA Legrand Keor T Evo UPS and Liebert APM UPS) <ul style="list-style-type: none"> - SERVICE PROVIDER should replace all existing batteries with a brand-new set of batteries - Supply and delivery of brand new VRLA type Batteries <ul style="list-style-type: none"> • Maintenance services for the UPS shall include the following as needed: <ul style="list-style-type: none"> - Preventive Maintenance shall be done Quarterly inclusive of complete battery testing to be performed by Legrand and Vertiv factory-trained engineers. Certification to be provided. - Inclusive of Emergency and/or remedial maintenance services which shall be provided during regular business hours and outside regular working hours and days. - Response time of four (4) hours upon receipt of service call. Response time during natural calamities is within forty-eight (48) hours. - Unlimited access to SERVICE PROVIDER's 24x7 Support Hotlines, to render Remote Phone Support and first level support. - Conduct Visual Inspection of Unit – check of alarms displayed and physical defects like charred/darkened areas, swollen capacitors etc. Lamp test on the panel display to check if all display and audio alarm are operational. - Measure/Check Parameters. - Conduct Quarterly Preventive Maintenance which includes but not limited to checking and cleaning of internal parts / area of the UPS, battery testing. - Comprehensive check-up of batteries; measure and record individual float and ripple voltages. - Check battery transfer/discharge and perform a short duration battery run. - Monitoring and observation of the UPS to ensure that no problem exist during and after the service. - A service report must be submitted to BOC after every Preventive Maintenance 	
	<p>➤ <u>Generators</u></p> <ul style="list-style-type: none"> • Conduct Health Check Prior to Maintenance Agreement Two (2) weeks upon issuance of Notice to Proceed, SERVICE PROVIDER shall replace the following on existing Cummins Generators Set: 	

	<ul style="list-style-type: none"> - Oil and Fuel Filters - Engine Oil - Radiator Coolant <ul style="list-style-type: none"> • SERVICE PROVIDER upon issuance of Notice to Proceed shall replace the following on existing Generator Sets: <ul style="list-style-type: none"> - Oil and Fuel Filters - Engine Oil - Radiator Coolant - Fan belt - Replacement of Trickle Battery Charger - Supply and Installation of Generator Set Battery • Conduct Quarterly General Preventive Maintenance <ul style="list-style-type: none"> - Check for lubricating oil, fuel (day or base tank) or coolant leaks and perform necessary corrective action. - Inspect battery connections and genset ground connection. Clean and tighten as necessary. - Check battery electrolyte level and specific gravity. - Check battery charging rate (external charger and charging alternator). - Clean dust and dirt accumulation on generator winding vents screens. - Ensure generator main circuit breaker is in good condition. - Inspect generator terminals, voltage regulator, automatic transfer switch and accessories for dirt and other conditions that could lead to leakage and arcing. Clean when necessary. - Inspect all ground straps for tight connection and good conductivity. Tighten if necessary. - Inspect V-belts for cracks, fraying and signs of wear. - Inspect fan belt tensioner bearing. - Inspect mounting hardware, components, and brackets. Tighten as necessary. - Inspect radiator for air restriction and dirt. Clean as required. - Operate Genset with and without load for at least fifteen (15) minutes. <ul style="list-style-type: none"> ▪ Monitor and log all gauge and meter readings during operation. This shall be done by powering down the MCB at the main AC panel in the presence of Clients authorized representatives. - Check engine for any abnormal/unusual noise or vibration during its operation. 	
--	--	--

	<ul style="list-style-type: none"> - Inspect radiator hoses for cracks and leaks. Replace when required. - Inspect and check the operation of any intake or exhaust air blowers. - Inspect engine air intake systems for leaks. Correct as required. - Inspect the air breather for unusual pressure. - Inspect exhaust system for signs of leaks or restriction. Check/record condition of exhaust. Correct as required. Drain condensation. - Check for any air cleaner restriction and clean filter element using air blower. Replace when required. - Inspect and check fuel pipelines and hoses for cracks and leaks. - Inspect instrument panel and ensure all gauges and meters are operational. - Inspect engine electronic controllers if provided and simulate power failure condition to ensure system is operational. - Inspect adjustment of electronic speed controller and automatic voltage regulator. Ensure that genset is operating as per site requirement. - Clean engine, flooring and genset housing of dirt, grease, etc. - Inspect and tighten all electrical connections as necessary. - Formulate recommendations and detailed report. <ul style="list-style-type: none"> • Conduct Annual General Preventive Maintenance <ul style="list-style-type: none"> - Check for lubricating oil, fuel (day or base tank) or coolant leaks and perform necessary corrective action. - Inspect battery connections and genset ground connection. Clean and tighten as necessary. - Check battery electrolyte level and specific gravity. - Check battery charging rate (external charger and charging alternator). - Clean dust and dirt accumulation on generator winding vents screens. - Ensure generator main circuit breaker is in good condition. - Inspect generator terminals, voltage regulator, automatic transfer switch and accessories for dirt and other conditions that could lead to leakage and arcing. Clean when necessary. - Inspect all ground straps for tight connection and good conductivity. Tighten if necessary. - Inspect V-belts for cracks, fraying and signs of wear. - Inspect fan belt tensioner bearing. - Inspect mounting hardware, components, and brackets. Tighten as necessary. 	
--	--	--

	<ul style="list-style-type: none"> - Inspect radiator for air restriction and dirt. Clean as required. - Operate Genset with and without load for at least fifteen (15) minutes. <ul style="list-style-type: none"> ▪ Monitor and log all gauge and meter readings during operation. This shall be done by powering down the MCB at the main AC panel in the presence of Clients authorized representatives. - Check engine for any abnormal/unusual noise or vibration during its operation. - Inspect radiator hoses for cracks and leaks. Replace when required. - Inspect and check the operation of any intake or exhaust air blowers. - Inspect engine air intake systems for leaks. Correct as required. - Inspect the air breather for unusual pressure. - Inspect exhaust system for signs of leaks or restriction. Check/record condition of exhaust. Correct as required. Drain condensation. - Check for any air cleaner restriction and clean filter element using air blower. Replace when required. - Inspect and check fuel pipelines and hoses for cracks and leaks. - Inspect instrument panel and ensure all gauges and meters are operational. - Inspect engine electronic controllers if provided and simulate power failure condition to ensure system is operational. - Inspect adjustment of electronic speed controller and automatic voltage regulator. Ensure that genset is operating as per site requirement. - Clean engine, flooring and genset housing of dirt, grease, etc. - Inspect and tighten all electrical connections as necessary. - Formulate recommendations and detailed report. - Remove and Replace Oil Filter, Air Filter, Fuel Filter, and Fanbelt - Drain and Replace Engine Oil and Radiator Coolant 	
	<p>➤ <u>FM200 Fire Suppression Systems</u></p> <ul style="list-style-type: none"> • Quarterly Preventive Maintenance services for the FM200: <ul style="list-style-type: none"> - SERVICE PROVIDER must provide label on the FM200 tanks indicating chemical composition, expiration of the gas agent and date of Preventive Maintenance service. 	

	<ul style="list-style-type: none"> - Preventive Maintenance shall be conducted during business hours on weekdays. • Maintenance for the FM200 shall include the following as needed: <ul style="list-style-type: none"> - Fire Suppression Control Panel: <ul style="list-style-type: none"> ▪ Checking of all modules and terminals ▪ Check all switches of control panel ▪ Check and clean terminal log of all back up batteries ▪ Check all terminal logs and wirings for field devices ▪ Check and inspect for any unusual appearance of condition, and make necessary corrections as required ▪ Activation of Control Panel using manual testing ▪ Troubleshoot and repair or replace defective parts when necessary. • Manual Pull Station: <ul style="list-style-type: none"> - Check terminal log all manual release station - Clean lever or button for normal operation and repair if necessary - Inspect all manual release station for broken, crack, dirt, distortion and or any signs of physical damage, and repair or replace defective parts when necessary - Activation of all manual release station without discharge of agent • Smoke Detectors <ul style="list-style-type: none"> - Check all smoke detectors installed, and repair or replace defective parts when necessary - Check terminal log of smoke detector base; if corroded, clean immediately - Random activation of all smoke detector without discharge of agent • Fire Alarm Bell <ul style="list-style-type: none"> - Check all audible signal of fire alarm bells - Clean all Fire Alarm Bells - Inspect all fire alarm bell for any signs of physical damage, and repair or replace defective parts when necessary - Activation of all fire alarm bell using back up battery operation • Horn & Flashing Strobe 	
--	---	--

	<ul style="list-style-type: none"> - Check all the audible signal of horns & flashing strobes - Clean all horns & flashing strobes - Inspect all horn & flashing strobe for any signs of physical damage, and repair or replace defective parts when necessary - Activation of all horn and flashing strobe using back up battery operation • Solenoid / Completer Kit <ul style="list-style-type: none"> - Check all the solenoid / completer kit - Clean all solenoid / completer kit - Inspect all solenoid / completer kit for any signs of physical damage, and repair or replace defective parts when necessary - Activation of all solenoid / completer kit using back up battery operation • FM200 Cylinder <ul style="list-style-type: none"> - Clean and check of all FM200 pressure gauge - Clean and inspect all FM200 cylinder & equipment for damage or missing parts, and repair or replace defective parts when necessary - Check all FM200 cylinder brackets, straps and associated parts for corrosion, oil, grease and grime and tight any loose hardware - Inspect all FM200 cylinder brackets, straps, cradles and mounting brackets for loose, damaged or broken parts • FM200 Nozzle <ul style="list-style-type: none"> - Clean and check all FM200 nozzles - Inspect all FM200 nozzles for dirt and physical damage, and repair or replace defective parts when necessary • Backup Battery <ul style="list-style-type: none"> - Clean and check all back up batteries - Check the proper voltage supply and proper termination - Replacement of existing batteries • Testing Basis: <ul style="list-style-type: none"> - Testing of Control Panel using cross zone system without discharge of agent - Testing of power supply DC using back up batteries with an operation of 30 mins - Cleaning of all Smoke Detector Head 	
--	--	--

	<ul style="list-style-type: none"> - Actual activation of all field devices such as Manual Station, Fire Alarm bell - Abort Station, Horn & Flashing Strobe - Actual activation of Smoke Detector using smoke tester without FM-200 Gas discharge 	
	<p>➤ <u>ACU Auto Change Over Panel</u></p> <ul style="list-style-type: none"> • Conduct Quarterly General Preventive Maintenance <ul style="list-style-type: none"> - Vacuuming of dust and checking of relays and contactors - Recalibration of timers if applicable - Repair of parts if applicable 	
	<p>➤ <u>Door Access Control</u></p> <ul style="list-style-type: none"> • Conduct Quarterly General Preventive Maintenance <ul style="list-style-type: none"> - Visual Inspection - Checking of data logs and Logging test results - Checking all system components (keypads, readers, doors, locks) and recording any variations - Main power supply inspection and Battery power supply checks - Checking of network connection between door controllers - Advise client for any damage or components that are likely to fail 	
	<p>➤ <u>Automatic Transfer Switch</u></p> <ul style="list-style-type: none"> ▪ SERVICE PROVIDER shall conduct Quarterly General Preventive Maintenance ▪ Undertake the standard maintenance check-up of the ASCO Automatic Transfer Switch. ▪ Inspect all main current carrying contact for pitting and discoloration. ▪ Inspect all main arcing contacts for excessive erosion and discoloration. ▪ Inspect all insulating parts for cracks or discoloration due to excessive heat. ▪ Manually operate the main transfer movement to check the proper contact alignment, deflection, gap, and wiping action. ▪ Inspect for moisture or signs of previous wetness or dripping. ▪ Check all sensing and time delay functions in control panel. ▪ Re-tensioning of all main current carrying contacts. ▪ Check the alignment of all main arcing contacts. Adjust if necessary. ▪ Testing of the following Control Features: 	

	<ul style="list-style-type: none"> - In-phase monitor - Remote test – RTSW - Remote transfer to emergency RT/E - Bypass transfer time delay- TD E/N Byp - Engine exerciser - Engine exerciser with load - Event log <ul style="list-style-type: none"> ▪ Re-energize the transfer switch and conduct a test by simulating a normal source failure and Genset 1 Failure ▪ Response time of four (4) hours upon receipt of service call. Response time during natural calamities is within forty-eight (48) hours. ▪ Inclusive of Emergency and/or remedial maintenance services which shall be provided during regular business hours and outside regular working hours and days. ▪ Unlimited access to SERVICE PROVIDER's 24x7 Support Hotlines, to render Remote Phone Support and first level support. <ul style="list-style-type: none"> • Precision Air Conditioning Unit <ul style="list-style-type: none"> ▪ SERVICE PROVIDER shall conduct Quarterly General Preventive Maintenance (4 units 8TR Liebert PEX PACU) during business hours on weekdays <ul style="list-style-type: none"> - Measure and record initial parameters such as temperature reading, humidity reading and active alarms, and cleaning of condenser units (for air-cooled model units). - Measure and record initial parameters such as supply voltage and current drawn of each condenser fan motor before cleaning the unit. - Remove access panel and gain access to all components, and perform inspection: <ul style="list-style-type: none"> ○ Blower section ○ Humidifier section ○ Electrical side/Electronic side ○ Air Filters ○ Drain lines - Inspect for damages, signs of bums, wear, tear and cleanliness - Replace / clean air filters if clogged and dirty. - Clean drain line using wet & dry vacuum and remove p-trap and wash drain line with at least a gallon of water from the humidifier pan. 	
--	---	--

	<ul style="list-style-type: none"> - Clean y-strainer by opening plug and removing screen filter. Clean with running water. Secure plug using appropriate adjustable wrench. - If unit has no back up equipment, inform customer on the duration of unit shutdown. <ul style="list-style-type: none"> • Clean evaporator coils using no rinse chemical, as needed <ul style="list-style-type: none"> - Retighten connections using appropriate tools. - Clean exterior and interior panels using approved surface cleaner or moist rags, - Before closing access panels, remove all tools and materials inside the unit, - Turn ON main circuit breaker and start up unit. <ul style="list-style-type: none"> • Test components <ul style="list-style-type: none"> - Measure and record parameters on the checklist, (i.e. current drawn of indoor and outdoor components, chilled water supply and return temperature and pressure gauges, GPM, supply voltage for indoor and outdoor units, temperature reading, humidity reading). <ul style="list-style-type: none"> • Monitor unit operation <ul style="list-style-type: none"> - Record findings and recommendation on the remark side of the Maintenance Inspection Checklist. <ul style="list-style-type: none"> • Restore and clean affected area <ul style="list-style-type: none"> - Make an inventory on the tools and equipment used. - Report to customer the present status of the unit. - Let the customer sign the Customer survey form and filled-up checklist and give duplicate copy of checklist to customer. Inform the customer of your departure. 	
	<p>➤ <u>CONFIDENTIALITY OF DATA</u></p> <ul style="list-style-type: none"> • SERVICE PROVIDER and all its project staff assigned to BOC shall be required to sign a non-disclosure agreement. • The BOC system, its components, parts and all products, product samples and specifications, data, ideas, technology, and technical and non-technical materials, all, or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as “Proprietary Information”) are confidential and proprietary to the Bureau of Customs. • The SERVICE PROVIDER agrees to hold the Proprietary Information in strict confidence. SERVICE PROVIDER 	

furthermore agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written approval of the Bureau of Customs.

- To ensure the confidentiality of all information that will come to the knowledge of the SERVICE PROVIDER and its employees assigned to BOC, the SERVICE PROVIDER and its employees assigned therein shall uphold strict confidentiality of any information that has concern to the BOC, including but not limited to IT infrastructure design/configuration, workflow/process, building layouts and designs.

➤ **PAYMENT MILESTONE**

Project Description/Milestone	Process Timelines/ Duration	% of Amount of Contract Price to be released as payments	Documentary Requirements
Submission of Inception Report and Project Plan Milestone 1	Within Fifteen (15) calendar days from receipt of Notice to Proceed	10%	Approved Inception Report and Project Plan
Completion of General Preventive maintenance and Health Check on all covered equipment under the maintenance service Milestone 2	Within Sixty (60) calendar days from receipt of Notice to Proceed and approval of Inception Report	30 %	Health Check Report for individual equipment; Certificate of Inspection and Acceptance issued by BOC; Billing statement
Delivery and installation of all replacement parts, consumables and replacement equipment Milestone 3	Within One Hundred and Twenty (120) calendar days from receipt of Notice to Proceed and approval of	30 %	Certificate of Inspection and Acceptance issued by BOC; Weekly Progress Reports with attached

		Inception Report		installation reports; Billing statement	
	Maintenance service Milestone 4	Conduct of Quarterly preventive maintenance and inspection 24 months upon receipt of NTP	30% (subdivided per quarter for 2 years)	Maintenance and Inspection report; Certificate Acceptance issued by BOC; Billing statement	

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

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) in accordance with Section 8.5.2 of the IRR;

and

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) 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**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Schedule of Requirements, Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); **and**
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

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

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).



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

Bid Form

Date: _____
Invitation to Bid² N^o: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the BOC, our services for the project, **“Provision of Data Center Infrastructure Refresh and Maintenance”** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

ITEM	DESCRIPTION	TOTAL COST
1	Two (2) years support and maintenance for the following Data Center equipment: <ul style="list-style-type: none">• Uninterruptible power supply• Power generators• Fire suppression systems• Panel boards• Door access system & controls• Automatic transfer switches• Precision air conditioning units• ACU Auto Change Over Panel• Structured cabling system	

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

² If ADB, JICA and WB funded projects, use IFB.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:³

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

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 10 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

³ Applicable only if the Funding Source is the ADB, JICA or WB.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

Price Schedule for Goods Offered from Within the Philippines

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

Price Schedule for Goods Offered from Abroad

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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



REPUBLIC OF THE PHILIPPINES
 DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

***Statement of Single Largest Completed Contract
 which is similar in nature***

Business Name: _____

Business Address: _____

Name of Contract (including the name of procuring entity)	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : _____
 (Printed Name & Signature)

Designation : _____

Date : _____



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

***List of all Ongoing Government & Private Contracts including
Contracts awarded but not yet started***

Business Name: _____

Business Address: _____

Name of Contract (including the name of procuring entity)	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

- i. State all ongoing contracts including those awarded but not yet started within five (5) years (government and private contracts, which may be similar or not similar to the project being bid) prior to opening of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

A modernized and credible customs administration that upholds good governance and is among the world's best

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

BID SECURING DECLARATION FORM

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

