

# DESIGN, SUPPLY, REHABILITATION AND UPGRADE OF DATA CENTER FACILITY

BID DOCS BAC-PGCS-160-2021

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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.



#### INVITATION TO BID

# FOR THE DESIGN, SUPPLY, REHABILITATION AND UPGRADE OF DATA CENTER FACILITY

The Philippine Ports Authority, through the Corporate Budget of the Authority for CY 2021, intends to apply the sum of P65,000,000.00 being the Approved Budget for the Contract (ABC) to payments under the contract for the Design, Supply, Rehabilitation and Upgrade of Data Center Facility (BAC-PGCS-160-2021). Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Philippine Ports Authority now invites bids for the above Procurement. Delivery of the services is required within One Hundred Twenty (120) calendar days from the receipt by the winning bidder of the Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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) 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 5183.

Prospective Bidders may obtain further information from the Philippine Ports Authority Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m., Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders on **06 December 2021** from the given address and website(s) 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 **Fifty Thousand (P50,000.00) Pesos**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

The Philippine Ports Authority's Bids and Awards Committee will hold a Pre-Bid Conference on 13 December 2021 at 2:00 p.m. at the PPA Function Room, 7th Floor, PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, and/or through video conferencing or webcasting via zoom, which shall be open to all prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 27 December 2021 at 1:00 p.m. Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

Bid opening shall be on **27 December 2021 at 2:00 p.m.** at the 7th Floor, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The Philippine Ports Authority 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.

For further information, please refer to:

BAC Secretariat, Philippine Ports Authority 5th Floor, PPA Bldg., A. Bonifacio Drive, South Harbor, Port Area, Manila Telephone Nos. 527-47-35 527-83-56 to 83 loc. 539

PPA Website: www.ppa.com.ph

PhilGEPS Website: www.philgeps.gov.ph

MARK JONS. PALOMAR

Chairperson, PPA Head Office Bids and Awards Committee for the Procurement of Goods and Consultancy Services (HO-BAC-PGCS)

# Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, PHILIPPINE PORTS AUTHORITY wishes to receive Bids for the DESIGN, SUPPLY, REHABILITATION AND UPGRADE OF DATA CENTER FACILITY, with identification number BAC-PGCS-160-2021.

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

#### 2. Funding Information

- 2.1. The PHILIPPINE PORTS AUTHORITY through its corporate budget for the Calendar Year (CY) 2021 in the amount of SIXTY FIVE MILLION PESOS (P65,000,000.00).
- 2.2. The source of funding is the Corporate Budget of the PHILIPPINE PORTS AUTHORITY.

#### 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 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 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.

#### 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 at the PPA Function Room, 7<sup>th</sup> Floor, PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila and/or through videoconferencing/webcasting as indicated in paragraph 6 of the IB.

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

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

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

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).

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

#### 11. Documents comprising the Bid; Financial Component

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

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - 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.
- 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 Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for One Hundred Twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

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

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

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

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

#### 18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 as one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA

No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

20.1. 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**.

# **Bid Data Sheet**

FFD	<del>-</del>
ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Contract for the DATA FACILITY CENTER or IT OPERATIONS CENTER.
	b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP [Manila] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
:	a. The amount of not less than ONE MILLION THREE HUNDRED THOUSAND PESOS (Php1,300,000.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than THREE MILLION TWO HUNDRED FIFTY THOUSAND PESOS (Php3,250,000.00) if bid security is in Surety Bond.
15	Each Bidder shall submit ONE (1) original and SIX (6) copies of its Technical and Financial Components of its Bid in two (2) separate sealed bid envelopes, which should be submitted simultaneously. Each of the bid documents should be individually sealed.
	All bid documents shall be book-bound with hard cover and properly labelled with index tabs. Failure to comply with the said requirements is a ground for automatic disqualification of the bidder.
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20.1	No additional requirements.
21.1	No additional requirements.

Section IV.	General	<b>Conditions</b>	of	Contract
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#### 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	Special Conditions of Condition		
Clause			
1	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:		
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."		
	For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Philippine Ports Authority-Head Office, Manila		
	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:		
	<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided</li> </ul>		
	that this service shall not relieve the Supplier of any warranty obligations under this Contract;  e. Provide for all the engineering design, manpower, project management, technical expertise, transportation, miscellaneous materials, test equipment, progress/test result reports, as-built documentation and other services that would		
	be required during the implementation of the project for as long as Philippine Ports Authority (PPA) may consider necessary for the proper completion of the same; and		

f. The contractor must conduct a thorough facility walk through for PPA/ICTD personnel to orient PPA personnel on the completed installations, equipment type, functionality and how it supports the data center facility in accordance with Item 6 of the Terms of Reference.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 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
- b. in the event of termination of production of the spare parts:
  - advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of ten (10) years after the last day of manufacturing of the specific model.

Spare parts or components shall be supplied as promptly as possible, but in any case, within seven (7) days from placing the order.

#### Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case

of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

#### Intellectual Property Rights -

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

- 2.2 The terms of payment shall be as follows:
  - Sixty- Five (65%) percent of the cost of equipment shall be paid upon delivery.
  - 2. Thirty-Five (35%) percent of the cost of equipment delivered shall be paid upon installation and commissioning and acceptance.
  - Full Payment shall be made fifteen (15) days upon acceptance of the project.
  - PPA shall impose strict testing procedures to be witnessed by PPA personnel during actual testing. The contractor will be required to propose a systematic testing procedure specifically designed for data center facility. As such, the contractor must include in its proposal, detailed methodologies and procedures for all testing to be done.

There are 2 Testing types to be required by PPA:

1. Equipment Standalone Testing

This refers to the power up and testing to be conducted to all M&E equipment and support devices to be supplied and installed. The contractor is required to present the testing procedures specified by the respective manufacturer. At a minimum:

- Collate/compile and present all testing forms provided by the respective manufacturer. The manufacturer or its authorized representative must certify the authenticity of the presented testing forms.
- Testing to be done must comply with the manufacturer's prescribed testing methods and its results must be within the expected outcome. Deviations from the standard testing procedures are not acceptable, unless necessary and approved by PPA.
- Should the test results be not within the expected outcome as per manufacturer's specifications, the contractor is required to perform troubleshooting exercises on the spot and testing to be done not more than 2 hours from the time of the first testing done.

Should the issue persist, the vendor is given 48 hours to submit a Test Failure Report and perform corrective measures accordingly. Upon completion, retesting must be done in the presence of PPA personnel, twice with at least 36 hours interval to assure non repetition of the issue.

 Should retesting become mandatory, the contractor must include in its testing submittals, copies of failed and successful testing results.

#### 2. Integrated Facility Testing

The contractor is mandated to perform Facility Integrated Testing to demonstrate the efficiency of all installed back-up systems, monitoring system, power distribution and all other functionalities of the facility based on given intent and objectives.

The contractor is required to use dummy loads to simulate the load densities expected on Day 1 deployments.

The contractor must submit the following, but not limited to, for PPA approval prior to the actual integrated testing:

- Dummy Load specifications
- Sequential testing procedures
- Failure and/or outage scenarios
- · Testing forms developed specifically for integrated testing

# 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.

Item Number	Particulars <sup>1</sup>	Unit	Quantity	Delivered, Weeks/Months
	Design, Supply, Rehabilitation and Upgrade of Data Center Facility and Commission all the equipment delivered			Within One Hundred Twenty (120) Calendar Days from Receipt of the Notice to Proceed

<sup>&</sup>lt;sup>1</sup> Subject to the Scope of Works and Technical Specification under Item Nos. 4 and 5, respectively, of the Terms of Reference.

Section VII. Technical Specifications

# **Technical Specifications**

Item	Specification	Statement of Compliance
		[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
ļ		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
		1 * '
i		statements of specification and
		compliance issued by
		the manufacturer,
		samples, independent
		test data etc., as
-		appropriate. A statement that is not
		supported by evidence
		1
		or is subsequently
		found to be
		contradicted by the
1		evidence presented will render the Bid
		will renaer the Bia under evaluation
		liable for rejection. A
		statement either in the
		Bidder's statement of
		compliance or the
		supporting evidence
ļ		that is found to be

	the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
DESIGN, SUPPLY, REHABILITATION AND UPGRADE OF DATA CENTER FACILITIES	
GENERAL REQUIREMENT	
The specifications contained herein cover the engineering/civil works, supply, installation, testing, and commissioning of the required equipment and materials rehabilitation and upgrade of Philippine Ports Authority's Data Center and Network Hub Rooms located at the Mezzanine, 3 <sup>rd</sup> Floor, 4 <sup>th</sup> Floor, and 5 <sup>th</sup> Floor Areas.	
The contractor shall provide all the engineering design, manpower, project management, technical expertise, transportation, miscellaneous materials, test equipment, progress/test result reports, as-built documentation and other services that would be required during the implementation of the project for as long as Philippine Ports Authority (PPA) may consider necessary for the proper completion of the same.	
COMPLIANCE WITH INDUSTRY BEST PRACTICES AND GLOBALLY RECOGNIZED STANDARDS	
Adherence and Compliance with Industry Recognized Standards and Data Center Best Practices are strict requirements for this project. As such, familiarity and comprehensive understanding of these standards are mandatory among all participating vendors and its partners. Vendors are expected to maintain such compliance with the standards enumerated below at a minimum	

**Telecommunications** 942 • TIA Infrastructure Standard for Data Centers ASHRAE design Recommendations for Datacom Facilities (TC9.9) ISO 1 7799 security guidelines for data center IEEE Standard 1100-1999 Recommended Practice for Power and Grounding Sensitive Electronic Equipment 995 IEEE 446-1 IEEE Standard Recommended Practice for Emergency and Standby Power for Industrial and **Commercial Applications** • IEEE Standard 1156.2-1 996 Standard for Specifications for Environmental | Computers ASHRAE Datacom Equipment Power and **Cooling Trends** SCOPE OF WORKS 1. Physical Construction Supply of construction materials and other consumables essential to complete the civil/architectural works. The Scope of Works under the proposed contract involves Site preparation, Supply, Commissioning, Installation. Testing. Operations and Maintenance of Basic infrastructure for the establishment of a Server Room on a Turnkey basis. Repairs and improvements of affected areas to comply with the Data Center Standards is a must. Repainting and patching of Walls with odorless paints, repairs and replacement of raised floor panels are some of the activities required. 2. Flooring System Existing Raised Flooring will be repaired as needed, under raised floor clutters will be removed and vacuum clean to remove debris. Replace raised floor panels with unrepairable damages and openings.

#### Ensure Raised Floor is level

#### 3. Electrical Works

- The electrical works consist of provision of a reliable and efficient power supply system to all servers and all associated utility facilities.
   All servers, networking components, monitoring systems and other critical loads shall be provided with uninterrupted power supply (UPS) system.
- Complete structured electrical power distribution works such as cabling from Feeder Panel to Server Room and Network Hub includes supply-installation-testingcommissioning (SITC) of Panels, UPS Distribution Panels, Precision Air Conditioning Unit (PACU), and lighting.
- Cable Tray installed on top of the racks with female twist-locks, supports and brackets.
- Panelboards includes:
  - Main Panelboard located at EE Room
  - UPS Input Panel located at UPS Room
  - UPS Output Panel located at UPS Room
  - o Main A/C Panel located at UPS Room
  - Distribution Panel A located Inside Server Room
  - Distribution Panel B located Inside Server Room
  - Panelboards when applicable should have metering and pilot lights to indicate on/off and alarm status
  - Should monitor and meter loads for each UPS installed
- Lighting System: installation, wiring, connections, testing and commissioning of the lighting system for complete floor which includes Server Room and Network Hub.
- Emergency Lights: Emergency lights are required in the Server Room and associated areas. These lights will be illuminated

automatically in case of power failure. The emergency lights should conform to the following specifications:

- Should have built-in battery
- Should have built-in battery charging system
- Should have enough LUX level to illuminate the designated areas
- LED type
- o 2 for Data Center
- 1 for Network Room/Hub rooms
- Exit Indication Lights: Data Center and associated areas Exit location are required to be equipped with Illuminated Exit Sign. This Exit Sign should be mounted in such a manner that it should be visible from a distance. These Exit Signs should have the following features:
  - Self-contained battery operated nonmaintained emergency light
- Earthing/Grounding System in accordance with NEC and IEEE Standards

#### 4. Mechanical Works

- Supply-Install-Testing-Commissioning (SITC) of Air-Cooled DX Type, Precision in Row Air Conditioning units (PACU's) controllers. complete with accessories. hangers and support, refrigerant and refrigerant piping, and insulation shall be provided for the Server room with appropriate will units redundancies. These programmed to allow rotation of duty units, and automatic start-up of redundant unit once the duty PACU fails.
- Condensate Drain piping for all Air Conditioning equipment up to the nearest condensate drain riser.
- Humidifier piping line for all in Row Air Conditioning equipment to the nearest water supply port
- Mounting supports for Condensers.

All piping inside the Server Room will be hidden inside a steel cladding painted in color white.	
5. Other Installation works	
Supply-Install-Testing-Commissioning (SITC) for complete operation of:  Fire Detection and Suppression System  CCTV  Door Access Control System (DACS)  Data Center Monitoring System (DCMS)  Structured Cabling  Smart Thermostats for all Hub Rooms  Improvement of Network Hub Rooms.  Upgrade of Electrical System and Cooling System shall be implemented including the UPS and air conditioning units  Use of Smart Thermostats and Environmental Monitoring System	
Door Access Control System	
Construction Administration and Management  The contractor must assign a competent Project Manager (PM) that will oversee the Project Implementation from Day 1 until handover. It is the responsibility of the PM, among others, to ensure compliance with approved designs, project implementation is within the approved implementation timeline, effective issue resolution, preside on weekly project progress meeting.	
7. Testing and Commissioning  Deliver Professional Services relating to the	
performance and completion of Testing & Commissioning Services strictly specific for Data Center facilities.	
8. As Built Plans	

	Develop and submit As-Built Plans for all trades covered during the fit out works. The As-Built Plans must accurately reflect the actual fit out works, M&E installations and other relevant works completed and duly signed-off by the signing authority. Mechanical and Electrical Load Schedules must form part of the As-Built plans.
	Operations, Maintenance, Policies & Guidelines Manual
	Contractor must compile and submit a complete Operations, Maintenance, Policies & Guidelines manual designed to provide the data center's technical details, policies and internal processes. This manual is not limited to physical operations of the facility; hence the contractor must extensively extract critical information relevant to the development of this document.
TE	CHNICAL SPECIFICATION
'E'	SHNICAL SPECIFICATION
are The	pipment and Devices Specifications stated herein baseline specifications or those at a minimum. ese likewise pertains to critical components of the a center facility.
Rad	ck Enclosure and Rack PDU  Quantity: 12 Units
	Supplied fully assembled and configured with accessories
	Supporting up to 1420kg static weight
	IP20 environment protection rating
	Adjustable leveling feet for stability and security
	Front and rear doors are grounded to the rack
	• 42U x 600mm x1200mm
	Tool-less installing, removing, and reversing front and rear doors

•	Front and rear doors with locks
Intell	igent Rack Power Distribution Unit (PDU)
•	Quantity: 24 Units
•	Redundant Intelligent PDU,
•	Energy Monitoring - Voltage (V), Current (A), Active Alarms
•	42U Vertical Rack Mounting
•	Rated at 32Amperes with Industrial Plug for Input
•	MCB Protection
•	At least Twenty (24) Output Sockets of C13
•	At least Four (4) Output Sockets of C19
•	Additional Universal Adaptor Plugs
Rack	Mount Static Transfer Switch
•	Quantity: 12 Units
•	Rated at 16 Amperes with Two (2) Input Sockets of C20
•	CE and UL Approved
•	Nominal Voltage is 200/208/220/230/240 Vac
•	Four (4) Output Sockets of C13
•	One (1) Output Sockets of C13
•	Dimension: 43mm x 440mm x 385mm
Pred	ision In-Row Air Conditioning Unit
	Quantity: 3 Sets
•	Rated at 30KW Precision In-Row Air- conditioning Unit (PACU)

	<30KW per Unit Cooling Capacity	
,	Three (3) Units Including Redundant Unit	
	DX Air Cooled, In-Row Air Conditioning Units	
	PACU must be equipped with EC Fans	
	Standard R410A Refrigerant	
	Modular UPS	
	Quantity: 1 Set	
	Nominal Power: 80.000 VA - 80.000 W- Power Factor of 1.0	
	To configure the UPS system in N+1 internal redundancy in the inverter cabinet	
	20KW Power Modules	
	System must be 400V, 3 Phase, 60Hz	
	Passing through Neutral	
	Up to 96% Efficiency	1
	10° color touch screen display	
	Possibility to remove and replace power and battery modules without switching off	
	Equipped with VRLA batteries	
	Fully modularized design and hot-swappable key modules ensure Mean Time To Repair (MTTR) close to zero without downtime risk.	
	Battery	
	Quantity: 40 pieces	
	<ul> <li>40 Blocks Batteries Cabinet with run-time of 15 minutes</li> </ul>	
	<u> </u>	· · · · · · · · · · · · · · · · · · ·

Polymer-Gel Valve-Regulated Lead Acid battery Strong handles for easy operation Self-regulating pressure relief valve with flame arrester Terminal cover for insulation with flexible access Low self-discharge rate Comply with IEC, IEEE, CE standards. Design life at 25°C (77°F): 10+ years **Battery Cabinet** Quantity: 1 Set Removable front, side and back panels for battery access Electrostatic baked epoxy powder coat for durability and resistance superior corrosion and scratches Will fit no more than 40 Blocks of batteries per string With Battery Circuit Breaker Battery Cabinet will not be more than 2 meters in height. **Data Center Environmental Monitoring System**  Quantity: 2 Sets Environmental solutions feature sensors for humidity. temperature, monitoring water/leaks, contact closures, motion around a cabinet, and vibration. Temperature & Humidity sensors with LED Indicator deployed in front of Racks and critical areas

	Leak sensor probe with water detection capability
	<ul> <li>Send alerts for high temperature and humidity, open door and other sensor readings.</li> </ul>
	<ul> <li>Can be used as stand-alone monitoring system with email alerts or as part of a complex monitoring (i.e. SNMP or Modbus/TCP).</li> </ul>
	Supports email alerts for individual sensors alarm when a value is out of specified range.
	Sensor Calibration Certificate is required.
	Calibration for a period of 5 years shall be the responsibility of the winning bidder.
1 1	ckmount/Tower Type UPS for Network Hub oms
	Quantity: 4 Sets, (1 Set each Room)
	Input Power of 230Vac with voltage range operation of 170-280Vac
	Output Voltage of 200 / 208 / 220 / 230 / 240     Vac
	<ul> <li>UPS Rating of &lt; 3000VA / 2700W</li> </ul>
	Internal Battery runtime to at least 5 Minutes     at 75% load
	UPS Efficiency is at least 98%
CC	TV System
	<ul> <li>Dome Camera, 3 units, 2.0 Megapixel, 1/2.8" progressive scan CMOS, Color: 0.002lux @ (F1.6, AGC ON), B/W: 0.0002lux @ (F1.6, AGC ON), Ultra WDR, IR Distance 40m, PoE (IEEE802.3af)</li> </ul>
	Network Video Recorder, 1 set, 9 channel, 1080p, H.264, Incoming Bandwidth 45Mbps,

		2x3.5" HDD Interface, Automatic network organizing, Built-in DHCP server, 2 USB Interface, 1 HDMI & 1 VGA interface	
	Fire [	Detection and Suppression System	
	•	Quantity: 3 Sets	
	•	Use of FM200 based fire suppression system, compliant with NFPA 2001, must be provided for the following rooms: Server Room, Network Hub and UPS Room	
	•	Fire Detection and Alarm devices, consisting of Spot Smoke Detectors as required, ensuring total protection of the critical areas.	
	•	Includes all necessary pipelines, fittings and supports complete a functional FM200 Fire Suppression System conforming to applicable and prescribed codes and standards.	
	•	Wiring and tapping from the FM200 gas tanks to the panel including all pertinent accessories to complete a functional system.	
	Door	Access Control System	
	•	Quantity: 6 Sets	
	•	Door Access Control System will be installed on the Data Center 1) Main Door, 2) Network Room 3) UPS Room 4) Hub Rooms	
	•	Dual function for Access Control, Time and attendance	
	•	3000 Fingerprints holders / 30,000 Transactions	
	•	Standalone/Network Communication via RS232/RS485, TCP/IP, USB-Host	
	•	With TFT LCD Color Display	
	•	Dual Authentication capability, anti-passback	
	•	Alarm beacon	
1	1		<u> </u>

- Includes 600-lbs Electromagnetic lock mechanism for Door Entry
- Door Exit Switch
- Must have emergency exit bypass i.e. "break glass"

### Structured Cabling

All system components of the entire Structured Cabling system will be of the same manufacturer in order to ensure efficient operation, component compatibility and a single warranty covering the entire installation.

- All components will provide identification markings that meet the requirements of standard ANSI/TIA/EIA 606-B.
- All system components shall be manufactured by ISO 9001:2000 certified companies and all packaging shall carry clear product identification (catalogue number, quality control number, etc.), possibly in the form of a barcode.
- All products must meet European directive 2005/95/EC concerning restriction on the use of hazardous substances (RoHS).

### Cat. 6 Copper Cables

- Cat.6 copper cables and components, permanent link and channel of the same manufacturer, complying to ISO / IEC, ANSI / TIA / EIA & CENELEC EN standards.
- Cat.6 Patch Cords should be available in factory prepared 6-inches.
- 1U Rack Space Cat.6 24-port Patch panel fully loaded with Information outlets from the same manufacturer
- Include rear cable support with plastic cable guides to hold cable without need for cable ties

### Fiber Optic Cable and Copper Data Cable Basket

- Cable Basket shall be manufactured from steel wires, welded together and bent into final shape.
- Trays shall be constructed with a 50mm x 100mm mesh configuration.
- Assembling the various wire cable basket, only fast coupling systems or screw-based systems must be used. These must be provided of the same manufacturer.

### TRAINING/KNOWLEDGE TRANSFER/ CAPACITY BUILDING

- Knowledge Transfer prior to the issuance of Certificate of Final Acceptance, the contractor must conduct a thorough facility walk through for PPA/ICTD personnel. The intent primarily is to orient these personnel on the completed installations, equipment type, functionality and how it supports the data center facility. The Knowledge Transfer must cover the following, but not limited to:
  - M&E Equipment Technical Specifications i.e. capacity, functional features and other relevant technical data.
  - Basic Equipment Operations i.e. menu navigation on equipment with digital functional displays, power on/off and other relevant information pertaining to normal operations of the equipment.
  - Troubleshooting Equipment provide sample contractor must step and step by occurrences procedures in addressing technical issues allowed by the equipment manufacturer to be carried out by the active without voiding end-user warranty.
  - Preventive Maintenance Orientation contractor must conduct a detailed

walk-through of the processes and/or procedures to be performed during Preventive Maintenance Services.

- Expansion Orientation contractor must orient PPA personnel on basic procedures essential during expansion. The intent primarily is familiarization on the "works" required during expansion, tapping procedures and other essential services required without disrupting normal operations of the facility.
- Support Service Structure contractor must present the applicable Support Structure, Support Escalation Levels and valid contact details.

All areas covered during the Knowledge Transfer sessions should be accurately documented and compiled in the Operations & Maintenance Manual which forms part of the contractor's submittals.

At a minimum, the Knowledge Transfer session must include the following:

- Classroom session presentation of designs, equipment specifications, equipment functionality, back-up systems, troubleshooting, operations and maintenance.
- Facility Walk-Through physical inspection of all installed equipment and devices, operation demonstration i.e. power up/down, settings, basic configuration, etc.

### Acceptance, Testing Criteria and Process

PPA shall impose strict testing procedures to be witnessed by PPA personnel during actual testing. The contractor will be required to propose a systematic testing procedure specifically designed for data center facilities. As such, the contractor must include in its proposal, detailed methodologies and procedures for all testing to be done.

There are 2 Testing types to be required by PPA:

### 1. Equipment Standalone Testing

This refers to the power up and testing to be conducted to all M&E equipment and support devices to be supplied and installed. The contractor is required to present the testing procedures specified by the respective manufacturer. At a minimum:

- Collate/compile and present all testing forms provided by the respective manufacturer. The manufacturer or its authorized representative must certify the authenticity of the presented testing forms.
- Testing to be done must comply with the manufacturer's prescribed testing methods and its results must be within the expected outcome. Deviations from the standard testing procedures are not acceptable, unless necessary and approved by PPA.
- Should the test results be not within the expected outcome as per manufacturer's specifications, the contractor is required to perform troubleshooting exercises on the spot and testing to be done not more than 2 hours from the time of the first testing done. Should the issue persist, the vendor is given 48 hours to submit a Test Failure Report and perform corrective measures accordingly. Upon completion, retesting must be done in the presence of PPA personnel, twice with at least 36 hours interval to assure non repetition of the issue.
- Should retesting become mandatory, the contractor must include in its testing submittals, copies of failed and successful testing results.

### 2. Integrated Facility Testing

The contractor is mandated to perform Facility Integrated Testing to demonstrate the efficiency of all installed back-up systems, monitoring system, power distribution and all other functionalities of the facility based on given intent and objectives.

The contractor is required to use dummy loads to simulate the load densities expected on Day 1 deployments.	
The contractor must submit the following, but not limited to, for PPA approval prior to the actual integrated testing:	
<ul> <li>Dummy Load specifications</li> <li>Sequential testing procedures</li> <li>Failure and/or outage scenarios</li> <li>Testing forms developed specifically for integrated testing</li> </ul>	
SITE INSPECTION	
Participating contractors will be given the opportunity to perform ocular site visit to familiarize themselves of the site and validate various installation locations within the site. PPA will only allow 1 visit for all contractors participating to this bid. A certification shall be issued to the contractor for the site visit. This will be submitted together with the bid documents.	
WORK PLAN AND IMPLEMENTATION SCHEDULE	
Participating contractors will be required to submit a preliminary implementation schedule as part of its proposal. The preliminary implementation plan must already include identified dependencies and critical paths and must be submitted using MS Project format/ Gantt Chart.	
OTHER REQUIREMENTS	
The winning bidder shall provide the necessary equipment, cables and other components to successfully install, maintain, monitor and manage the entire project.	
WARRANTIES/GUARANTEES	
<ol> <li>The winning bidder and its principal supplier shall provide Equipment and Labor Warranty of three (3) years covering comprehensive maintenance under warranty including parts and consumables.</li> </ol>	

- No repair of defective component shall be accepted; only brand-new parts shall be used as replacement parts.
- 3. If during the warranty period, the equipment is deemed irreparable, the contractor shall provide brand new unit as a replacement.
- During the warranty period, the contractor shall provide quarterly maintenance, and will send monitoring report monthly.
- Annual calibration of sensors and monitoring devices is required for a period of 5 years, and calibration certificates shall be submitted as part of annual maintenance activity.
- Under warranty period, all software/firmware updates shall be applied without additional cost to PPA.
- 7. The winning bidder must indemnify the project owner from and against all liabilities from damages arising from injuries or disabilities to persons, or damages to property occasioned by any or omission of the contractor, or any of his subcontractors, including any and all legal expenses or otherwise.
- 8. A Certificate on the Availability of Spare Parts shall be provided by the winning bidder to ensure immediate replacement of defective parts within the warranty period. The Supplier shall warrant the availability of spare parts for a period of at least five (5) years from the purchase of the subject units.
- Spare parts or components shall be supplied as promptly as possible, but in any case, within seven (7) days from placing the order.

### **BIDDER'S QUALIFICATIONS:**

- Contractor must have Qualified Personnel with the following PRC Licenses / Certificates on its roster of employees:
  - a. Electrical Engineer

	b. Safety Officer with COSH and BOSH certifications c. Certified Data Center Professional d. Project Management Certification from PMP or PMI e. Electronics Engineer
2.	
3.	All prospective bidders must be capable of rendering local technical services duly certified by the manufacturer/distributor.
4.	All prospective bidders must be operating for a minimum of 10 years.
All	other provision/s stated in the Terms of
Re	férénce not indicated héréin.

### TERMS OF REFERENCE

### Design, Supply, Rehabilitation and Upgrade of Data Center Facility

### 1. Overview of the Project

The Philippine Ports Authority (PPA) will be upgrading its existing Data Center facility located at its Head Office. The planned data center facility is envisioned to be modular, resilient, robust, highly secured, modern in nature, industry standards/best practices compliant and cost efficient. This bid intends to select the most competent and eligible Service Provider to deliver a Turnkey Data Center (design, supply, rehabilitate, upgrade and install) with full implementation engagement including Testing and Commissioning Works suitable for a Mission Critical Facility.

### 2. General Requirement

The specifications contained herein cover the engineering/civil works, supply, installation, testing, and commissioning of the required equipment and materials rehabilitation and upgrade of Philippine Ports Authority's Data Center and Network Hub Rooms located at the Mezzanine, 3<sup>rd</sup> Floor, 4<sup>th</sup> Floor, and 5<sup>th</sup> Floor Areas.

The contractor shall provide all the engineering design, manpower, project management, technical expertise, transportation, miscellaneous materials, test equipment, progress/test result reports, as-built documentation and other services that would be required during the implementation of the project for as long as Philippine Ports Authority (PPA) may consider necessary for the proper completion of the same.

# 3. Compliance with Industry Best Practices and Globally Recognized Standards

Adherence and Compliance with Industry Recognized Standards and Data Center Best Practices are strict requirements for this project. As such, familiarity and comprehensive understanding of these standards are mandatory among all participating vendors and its partners. Vendors are expected to maintain such compliance with the standards enumerated below at a minimum

- Uptime Institute Tier Leveling Standards
- TIA 942 Telecommunications Infrastructure Standard for Data Centers
- ASHRAE design Recommendations for Datacom Facilities (TC9.9)
- ISO 1 7799 security guidelines for data center
- IEEE Standard 1100-1999 Recommended Practice for Power and Grounding Sensitive Electronic Equipment
- IEEE Standard 446-1 995 IEEE Recommended Practice for Emergency and Standby Power for Industrial and Commercial Applications

- IEEE Standard 1156.2-1 996 Standard for Environmental Specifications for Computers
- ASHRAE Datacom Equipment Power and Cooling Trends

### 4. SCOPE OF WORKS

### Physical Construction

- Supply of construction materials and other consumables essential to complete the civil/architectural works.
- The Scope of Works under the proposed contract involves Site preparation, Supply, Installation, Testing, Commissioning, Operations and Maintenance of Basic infrastructure for the establishment of a Server Room on a Turnkey basis.
- Repairs and improvements of affected areas to comply with the Data Center Standards is a must. Repainting and patching of Walls with odorless paints, repairs and replacement of raised floor panels are some of the activities required.

### Flooring System

- Existing Raised Flooring will be repaired as needed, under raised floor clutters will be removed and vacuum clean to remove debris.
- Replace raised floor panels with unrepairable damages and openings.
- Ensure Raised Floor is level

### Electrical Works

- The electrical works consist of provision of a reliable and efficient power supply system to all servers and all associated utility facilities. All servers, networking components, monitoring systems and other critical loads shall be provided with uninterrupted power supply (UPS) system.
- Complete structured electrical power distribution works such as cabling from Feeder Panel to Server Room and Network Hub includes supplyinstallation-testing-commissioning (SITC) of Panels, UPS Distribution Panels, Precision Air Conditioning Unit (PACU), and lighting.
- Cable Tray installed on top of the racks with female twist-locks, supports and brackets.

### · Panelboards includes:

- Main Panelboard located at EE Room
- UPS Input Panel located at UPS Room
- UPS Output Panel located at UPS Room
- Main A/C Panel located at UPS Room.
- Distribution Panel A located Inside Server Room
- Distribution Panel B located Inside Server Room
- Panelboards when applicable should have metering and pilot lights to indicate on/off and alarm status
- Should monitor and meter loads for each UPS installed

- Lighting System: installation, wiring, connections, testing and commissioning of the lighting system for complete floor which includes Server Room and Network Hub.
- Emergency Lights: Emergency lights are required in the Server Room and associated areas. These lights will be illuminated automatically in case of power failure. The emergency lights should conform to the following specifications:
  - Should have built-in battery
  - Should have built-in battery charging system
  - Should have enough LUX level to illuminate the designated areas
  - LED type
  - o 2 for Data Center
  - 1 for Network Room/Hub rooms
- Exit Indication Lights: Data Center and associated areas Exit location are required to be equipped with Illuminated Exit Sign. This Exit Sign should be mounted in such a manner that it should be visible from a distance. These Exit Signs should have the following features:
  - Self-contained battery operated non-maintained emergency light
- Earthing/Grounding System in accordance with NEC and IEEE Standards

### Mechanical Works

- Supply-Install-Testing-Commissioning (SITC) of Air-Cooled DX Type, Precision in Row Air Conditioning units (PACU's) complete with controllers, accessories, hangers and support, refrigerant and refrigerant piping, and insulation shall be provided for the Server room with appropriate redundancies. These units will be programmed to allow rotation of duty units, and automatic start-up of redundant unit once the duty PACU fails.
- Condensate Drain piping for all Air Conditioning equipment up to the nearest condensate drain riser.
- Humidifier piping line for all in Row Air Conditioning equipment to the nearest water supply port
- Mounting supports for Condensers.
- All piping inside the Server Room will be hidden inside a steel cladding painted in color white.

### Other Installation works

- Supply-Install-Testing-Commissioning (SITC) for complete operation of:
  - Fire Detection and Suppression System
  - o CCTV
  - Door Access Control System (DACS)
  - Data Center Monitoring System (DCMS)
  - Structured Cabling
  - Smart Thermostats for all Hub Rooms
- Improvement of Network Hub Rooms.
  - Upgrade of Electrical System and Cooling System shall be implemented including the UPS and air conditioning units
  - Use of Smart Thermostats and Environmental Monitoring System
  - Door Access Control System

### Professional Services

Construction Administration and Management

The contractor must assign a competent Project Manager (PM) that will oversee the Project Implementation from Day 1 until handover. It is the responsibility of the PM, among others, to ensure compliance with approved designs, project implementation is within the approved implementation timeline, effective issue resolution, preside on weekly project progress meeting.

### Testing and Commissioning

Deliver Professional Services relating to the performance and completion of Testing & Commissioning Services strictly specific for Data Center facilities.

### As Built Plans

Develop and submit As-Built Plans for all trades covered during the fit out works. The As-Built Plans must accurately reflect the actual fit out works, M&E installations and other relevant works completed and duly signed-off by the signing authority. Mechanical and Electrical Load Schedules must form part of the As-Built plans.

### Operations, Maintenance, Policies & Guidelines Manual

Contractor must compile and submit a complete Operations, Maintenance, Policies & Guidelines manual designed to provide the data center's technical details, policies and internal processes. This manual is not limited to physical operations of the facility; hence the contractor must extensively extract critical information relevant to the development of this document.

### 5. Technical Specification

Equipment and Devices Specifications stated herein are baseline specifications or those at a minimum. These likewise pertains to critical components of the data center facility.

- Rack Enclosure and Rack PDU
  - Quantity: 12 Units
  - Supplied fully assembled and configured with accessories
  - Supporting up to 1420kg static weight
  - IP20 environment protection rating
  - · Adjustable leveling feet for stability and security
  - Front and rear doors are grounded to the rack
  - 42U x 600mm x1200mm
  - Tool-less installing, removing, and reversing front and rear doors
  - · Front and rear doors with locks
- Intelligent Rack Power Distribution Unit (PDU)
  - Quantity: 24 Units
  - Redundant Intelligent PDU,
  - Energy Monitoring Voltage (V), Current (A), Active Alarms
  - 42U Vertical Rack Mounting
  - · Rated at 32Amperes with Industrial Plug for Input

- Battery Cabinet
  - Quantity: 1 Set
  - Removable front, side and back panels for battery access
  - Electrostatic baked epoxy powder coat for superior durability and resistance to corrosion and scratches
  - Will fit no more than 40 Blocks of batteries per string
  - With Battery Circuit Breaker
  - Battery Cabinet will not be more than 2 meters in height
- Data Center Environmental Monitoring System
  - Quantity: 2 Sets
  - Environmental solutions feature sensors for monitoring temperature, humidity,
    - water/leaks, contact closures, motion around a cabinet, and vibration.
  - Temperature & Humidity sensors with LED Indicator deployed in front of Racks and critical areas
  - Leak sensor probe with water detection capability
  - Send alerts for high temperature and humidity, open door and other sensor readings.
  - Can be used as stand-alone monitoring system with email alerts or as part of a complex monitoring (i.e. SNMP or Modbus/TCP).
  - Supports email alerts for individual sensors alarm when a value is out of specified range.
  - Sensor Calibration Certificate is required.
  - Calibration for a period of 5 years shall be the responsibility of the winning bidder
- Rackmount/Tower Type UPS for Network Hub Rooms
  - Quantity: 4 Sets, (1 Set each Room)
  - Input Power of 230Vac with voltage range operation of 170-280Vac
  - Output Voltage of 200 / 208 / 220 / 230 / 240 Vac
  - UPS Rating of < 3000VA / 2700W</li>
  - Internal Battery runtime to at least 5 Minutes at 75% load
  - UPS Efficiency is at least 98%

### CCTV System

- Dome Camera, 3 units, 2.0 Megapixel, 1/2.8" progressive scan CMOS, Color: 0.002lux @ (F1.6, AGC ON), B/W: 0.0002lux @ (F1.6, AGC ON), Ultra WDR, IR Distance 40m, PoE (IEEE802.3af)
- Network Video Recorder, 1 set, 9 channel, 1080p, H.264, Incoming Bandwidth 45Mbps, 2x3.5" HDD Interface, Automatic network organizing, Built-in DHCP server, 2 USB Interface, 1 HDMI & 1 VGA interface
- Fire Detection and Suppression System
  - Quantity: 3 Sets
  - Use of FM200 based fire suppression system, compliant with NFPA 2001, must be provided for the following rooms: Server Room, Network Hub and UPS Room
  - Fire Detection and Alarm devices, consisting of Spot Smoke Detectors as required, ensuring total protection of the critical areas.

- Includes all necessary pipelines, fittings and supports complete a functional FM200 Fire Suppression System conforming to applicable and prescribed codes and standards.
- Wiring and tapping from the FM200 gas tanks to the panel including all pertinent accessories to complete a functional system.

### Door Access Control System

- Quantity: 6 Sets
- Door Access Control System will be installed on the Data Center 1) Main Door, 2) Network Room 3) UPS Room 4) Hub Rooms
- Dual function for Access Control, Time and attendance
- 3000 Fingerprints holders / 30,000 Transactions
- Standalone/Network Communication via RS232/RS485, TCP/IP, USB-Host
- With TFT LCD Color Display
- Dual Authentication capability, anti-passback
- Alarm beacon
- Includes 600-lbs Electromagnetic lock mechanism for Door Entry
- Door Exit Switch
- Must have emergency exit bypass i.e. "break glass"

### Structured Cabling

All system components of the entire Structured Cabling system will be of the same manufacturer in order to ensure efficient operation, component compatibility and a single warranty covering the entire installation.

- All components will provide identification markings that meet the requirements of standard ANSI/TIA/EIA 606-B.
- All system components shall be manufactured by ISO 9001:2000 certified companies and all packaging shall carry clear product identification (catalogue number, quality control number, etc.), possibly in the form of a barcode.
- All products must meet European directive 2005/95/EC concerning restriction on the use of hazardous substances (RoHS).

### Cat. 6 Copper Cables

- Cat.6 copper cables and components, permanent link and channel of the same manufacturer, complying to ISO / IEC, ANSI / TIA / EIA & CENELEC EN standards.
- Cat.6 Patch Cords should be available in factory prepared 6-inches.
- 1U Rack Space Cat.6 24-port Patch panel fully loaded with Information outlets from the same manufacturer
- Include rear cable support with plastic cable guides to hold cable without need for cable ties
- Fiber Optic Cable and Copper Data Cable Basket
  - Cable Basket shall be manufactured from steel wires, welded together and bent into final shape.
  - Trays shall be constructed with a 50mm x 100mm mesh configuration.

 Assembling the various wire cable basket, only fast coupling systems or screw-based systems must be used. These must be provided of the same manufacturer.

### 6. TRAINING/KNOWLEDGE TRANSFER/ CAPACITY BUILDING

- Knowledge Transfer prior to the issuance of Certificate of Final Acceptance, the contractor must conduct a thorough facility walk through for PPA/ICTD personnel. The intent primarily is to orient these personnel on the completed installations, equipment type, functionality and how it supports the data center facility. The Knowledge Transfer must cover the following, but not limited to:
  - M&E Equipment Technical Specifications i.e. capacity, functional features and other relevant technical data.
  - Basic Equipment Operations i.e. menu navigation on equipment with digital functional displays, power on/off and other relevant information pertaining to normal operations of the equipment.
  - Equipment Troubleshooting contractor must provide sample occurrences and step by step procedures in addressing technical issues allowed by the equipment manufacturer to be carried out by the end-user without voiding active warranty.
  - Preventive Maintenance Orientation contractor must conduct a detailed walk-through of the processes and/or procedures to be performed during Preventive Maintenance Services.
  - Expansion Orientation contractor must orient PPA personnel on basic procedures essential during expansion. The intent primarily is familiarization on the "works" required during expansion, tapping procedures and other essential services required without disrupting normal operations of the facility.
  - Support Service Structure contractor must present the applicable Support Structure, Support Escalation Levels and valid contact details.

All areas covered during the Knowledge Transfer sessions should be accurately documented and compiled in the Operations & Maintenance Manual which forms part of the contractor's submittals.

At a minimum, the Knowledge Transfer session must include the following:

- Classroom session presentation of designs, equipment specifications, equipment functionality, back-up systems, troubleshooting, operations and maintenance.
- Facility Walk-Through physical inspection of all installed equipment and devices, operation demonstration i.e. power up/down, settings, basic configuration, etc.

### 7. Acceptance, Testing Criteria and Process

PPA shall impose strict testing procedures to be witnessed by PPA personnel during actual testing. The contractor will be required to propose a systematic testing procedures specifically designed for data center facilities. As such, the contractor must include in its proposal, detailed methodologies and procedures for all testing to be done.

There are 2 Testing types to be required by PPA:

- Equipment Standalone Testing
   This refers to the power up and testing to be conducted to all M&E equipment and support devices to be supplied and installed. The contractor is required to present the testing procedures specified by the respective manufacturer. At a minimum:
  - Collate/compile and present all testing forms provided by the respective manufacturer. The manufacturer or its authorized representative must certify the authenticity of the presented testing forms.
  - Testing to be done must comply with the manufacturer's prescribed testing methods and its results must be within the expected outcome.
     Deviations from the standard testing procedures are not acceptable, unless necessary and approved by PPA.
  - Should the test results be not within the expected outcome as per manufacturer's specifications, the contractor is required to perform troubleshooting exercises on the spot and testing to be done not more than 2 hours from the time of the first testing done. Should the issue persist, the vendor is given 48 hours to submit a Test Failure Report and perform corrective measures accordingly. Upon completion, retesting must be done in the presence of PPA personnel, twice with at least 36 hours interval to assure non repetition of the issue.
  - Should retesting become mandatory, the contractor must include in its testing submittals, copies of failed and successful testing results.

### Integrated Facility Testing

The contractor is mandated to perform Facility Integrated Testing to demonstrate the efficiency of all installed back-up systems, monitoring system, power distribution and all other functionalities of the facility based on given intent and objectives.

The contractor is required to use dummy loads to simulate the load densities expected on Day 1 deployments.

The contractor must submit the following, but not limited to, for PPA approval prior to the actual integrated testing:

- Dummy Load specifications
- Sequential testing procedures
- Failure and/or outage scenarios
- Testing forms developed specifically for integrated testing

### 8. SITE INSPECTION

Participating contractors will be given the opportunity to perform ocular site visit to familiarize themselves of the site and validate various installation locations within the site. PPA will only allow 1 visit for all contractors participating to this bid. A certification shall be issued to the contractor for the site visit. This will be submitted together with the bid documents.

### 9. WORK PLAN AND IMPLEMENTATION SCHEDULE

Participating contractors will be required to submit a preliminary implementation schedule as part of its proposal. The preliminary implementation plan must already include identified dependencies and critical paths, and must be submitted using MS Project format/ Gantt Chart.

### 10. OTHER REQUIREMENTS

The winning bidder shall provide the necessary equipment, cables and other components to successfully install, maintain, monitor and manage the entire project.

### 11. DELIVERY ADDRESS

The winning bidder must Design, Supply, Rehabilitation and Upgrade of Data Center Facility and commission all the equipment delivered within one hundred twenty (120) calendar days from receipt of the Notice to Proceed (NTP) at the Philippine Ports Authority, Bonifacio Drive, South Harbor, Manila.

### 12. WARRANTIES/GUARANTEES

- The winning bidder and its principal supplier shall provide Equipment and Labor Warranty of three (3) years covering comprehensive maintenance under warranty including parts and consumables.
- 2. No repair of defective component shall be accepted; only brand-new parts shall be used as replacement parts.
- 3. If during the warranty period, the equipment is deemed irreparable contractor shall provide brand new unit as a replacement.
- 4. During the warranty period, the contractor shall provide quarterly maintenance, and will send monitoring report monthly.
- Annual calibration of sensors and monitoring devices is required for a period of 5 years, and calibration certificates shall be submitted as part of annual maintenance activity.
- Under warranty period, all software/firmware updates shall be applied without additional cost to PPA.
- 7. The winning bidder must indemnify the project owner from and against all liabilities from damages arising from injuries or disabilities to persons, or damages to property occasioned by any or omission of the contractor, or any of his subcontractors, including any and all legal expenses or otherwise.
- 8. A Certificate on the Availability of Spare Parts shall be provided by the winning bidder to ensure immediate replacement of defective parts within the warranty period. The Supplier shall warrant the availability of spare parts for a period of at least five (5) years from the purchase of the subject units.
- 9. Spare parts or components shall be supplied as promptly as possible, but in any case, within seven (7) days from placing the order.

### 13. BIDDER'S QUALIFICATIONS

- Contractor must have Qualified Personnel with the following PRC Licenses / Certificates on its roster of employees:
  - a. Electrical Engineer
  - b. Safety Officer with COSH and BOSH certifications
  - c. Certified Data Center Professional
  - d. Project Management Certification from PMP or PMI
  - e. Electronics Engineer
- All prospective bidders must be authorized reseller of all equipment to be supported by a certificate issued by the manufacturer/distributor of the said equipment.
- All prospective bidders must be capable of rendering local technical services duly certified by the manufacturer/distributor.
- 4. All prospective bidders must be operating for a minimum of 10 years.

### 14. SINGLE LARGEST COMPLETED CONTRACT

Must have completed a single contract similar to the contract to be bid whose value must be at least equivalent to fifty percent (50%) of the ABC. For this purpose, a similar contract means contract for the DATA FACILITY CENTER or IT OPERATIONS CENTER.

### 15. APPROVED BUDGET FOR THE PROJECT

The Approved Budget for the Contract is P 65 M inclusive of 12% VAT

### 16. PAYMENT SCHEDULE

- 1. Sixty- Five (65%) percent of the cost of equipment shall be paid upon delivery.
- 2. Thirty-Five (35%) percent of the cost of equipment delivered shall be paid upon installation and commissioning and acceptance.
- 3. Full Payment shall be made fifteen (15) days upon acceptance of the project.

GERVACIO ALFREDO N. BALATBAT

Acting Manager, ICTD

# Section VIII. Checklist of Technical and Financial Documents

## **Checklist of Technical and Financial Documents**

### L TECHNICAL COMPONENT ENVELOPE

### Class "A" Documents

<u>Legal Do</u>	<u>cuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
(b)	Or 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,
(c)	And 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).
Technica	l 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, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
☐ (i)	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.
Financia	l 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
(I)	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.
	(m)	Class "B" Documents  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 the following:
		<ul> <li>a. that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful; and</li> <li>b. failure to enter into JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.</li> </ul>
	Other do	[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
	(o)	government procurement activities for the same item or product.  Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
25	FINAN( (a) (b)	CIAL COMPONENT ENVELOPE  Original of duly signed and accomplished Financial Bid Form; and  Original of duly signed and accomplished Price Schedule(s).

# Bid Form for the Procurement of Goods [shall be submitted with the Bid]

[shall be submitted with the Bid]
BID FORM
Project Identification No.:
To: [name and address of Procuring Entity]
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:
<ul> <li>a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);</li> </ul>
<ul> <li>to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;</li> </ul>
c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
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 pursuant to the PBDs.
The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].
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.
Name:
Legal capacity:

Signature:	·	<u> </u>	
Duly authorized to sign the Bid for and behalf of:			
Date:			

# Price Schedule for Goods Offered from Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

				For Goods Offer	ed from Ab	road		
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)
L	egal Capac	city:	<u>.</u>					
D	uly author	rized to s	ign the E	Bid for and behalf	of:			

# Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

	Name of Bidder			Project ID No. Page of					
	2	3	4	5	6	7	8	9	10
m	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 Fina Destination (col 9) x (col 4
					:				
									,
								:	
		ı	<u> </u>	,I	·				
	Name:					<del></del>			<del></del>
	Legal Cap	acity: _							
	Signature	:							

# Bid Securing Declaration Form [shall be submitted with the Bid if bidder opts to provide this form of bid security]

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]

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

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.

- 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 (Revised) [shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES	( )	
CITY/MUNICIPALITY OF	) S.S	Š

### **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 of 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 WHER	REOF, 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]

[if used Bid	Performance Securing Declaration (Revised)  l as an alternative performance security but it is not required to be submitted with the , as it shall be submitted within ten (10) days after receiving the Notice of Award]
	LIC OF THE PHILIPPINES)  OF
	PERFORMANCE SECURING DECLARATION
Invitatio	on to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Ins	ert name and address of the Procuring Entity]
[/We, th	ne undersigned, declare that:
1.	I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2.	I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3.	I/We understand that this Performance Securing Declaration shall cease to be valid upon:
	<ul> <li>a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:</li> <li>i. Procuring Entity has no claims filed against the contract awardee;</li> <li>ii. It has no claims for labor and materials filed against the contractor; and</li> <li>iii. Other terms of the contract; or</li> </ul>
	b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.
	IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this day of [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]

# NET FINANCIAL CONTRACTING CAPACITY (NFFC) COMPUTATION

			Үеат 20
	1.	Total Assets	
	2.	Current Assets	
	3.	Total Liabilities	
	4.	Current Liabilities	
	5. 6.	Net Worth (1-3)	
	6.	Net Working Capital (2-4)	
or u	incomp	Current asset minus current liabilities) (15)] minus bleted portions of the projects under ongoing coet to be started, coinciding with the contract to be bi	ntracts, including awarded
NFO	C = P	hp	
K =	15		
state	ement:	attached are certified true copies of the income tax stamped "RECEIVED" by the BIR or BIR authority preceding year.	return and audited financial ized collecting agent for the
Sub	mitted	by:	

Name of Supplier/Distributor/Manufacturer

Signature of Authorized Representative

# STATEMENT OF THE BIDDER'S ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

This is to certify that	has the following ongoing government and private contracts, including contracts
awarded but not yet started:	

NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT	OWNER'S NAME & ADDRESS	KINDS OF GOODS/SERVICES DELIVERED	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	DATE OF DELIVERY
+							
†							
$\top$							
T							
+							
1-							
T							
†							
-							
4							

\*PROOF OF CONTRACT TO BE PRESENTED AT POST-QUALIFICATION.

# STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

has completed the following:
that
certify.
his is to co
his

	 			 		 _
END USER'S ACCEPTANCE OR OFFICIAL RECEIPT(S) OR SALES INVOICE ISSUED FOR THE CONTRACT*			***************************************		1	
DATE OF DELIVERY						
AMOUNT OF COMPLETED CONTRACT/S						
KINDS OF GOODS						
OWNER'S NAME & ADDRESS						
CONTRACT						
DATE OF THE CONTRACT						
NAME OF THE CONTRACT		- Tarreys				

\*TO BE ATTACHED TO THE STATEMENT

<b></b>
Name and Signature of Authorized Representative

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