



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

# Procurement of GOODS

## DBM Data Center Maintenance and Support Services

Project ID No. **DBM-2022-31**

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

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**INVITATION TO BID**  
**“DBM Data Center Maintenance**  
**and Support Services”**

1. The Department of Budget and Management (DBM), through the FY 2022 General Appropriations Act and Multi-Year Contractual Authority No. MYCA-BMB-C-21-0000075, intends to apply the sum of **Sixty-Three Million Two Hundred Thousand Pesos (P63,200,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **“DBM Data Center Maintenance and Support Services”** (Project ID No. **DBM-2022-31**). The period for the performance of the obligations under the Contract shall not go beyond the validity of the corresponding appropriations for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DBM now invites bids for the above-entitled Procurement Project. Delivery of the Goods is required as specified in Section VI (Schedule of Requirements) of the Bidding Documents. Bidders should have completed **within the period of March 29, 2020 to March 28, 2022** a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *“pass/fail”* criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the DBM-Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DBM and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders on March 8, 2022 from the given address and website below and upon payment of a fee in the amount of Fifty Thousand Pesos (P50,000.00). The Procuring Entity shall allow the

bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.

6. The DBM will hold a Pre-Bid Conference on March 15, 2022, 10:30 a.m., which shall be open to prospective bidders.

To reduce the risks and hazards of community transmission of COVID-19, the DBM-BAC shall conduct meetings and conferences via video-conferencing until further notice, or until such time that the state of calamity, or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.

The prospective bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hma-jmco-dbx>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the prospective bidders before the start of the Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat or the DBM-Central Records Division through manual submission at the office address indicated below on or before March 29, 2022, 9:30 a.m. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on March 29, 2022, 9:30 a.m., at the given address below and via video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, who are physically present at the BAC Conference Room, DBM Building III, General Solano St., San Miguel, Manila shall likewise join the meeting via videoconferencing.

Bidders are advised to first log in the BAC waiting room, <https://meet.google.com/hma-jmco-dbx>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the bidders before the start of bid opening.

10. The DBM 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.
11. For further information, please refer to:

DBM-BAC Secretariat  
DBM-Administrative Service-Procurement Management Division  
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila  
Telefax No. 8657-3300 local 3115  
Email address: [procurement@dbm.gov.ph](mailto:procurement@dbm.gov.ph)



12. You may visit the following website to download the Bidding Documents:  
<https://www.dbm.gov.ph/index.php/procurement/invitation-to-bid>

*March 8, 2022*

**CLARITO ALEJANDRO D. MAGSINO**  
*Chairperson, DBM-BAC*

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

## 1. Scope of Bid

The Procuring Entity, Department of Budget and Management, wishes to receive Bids for the “**DBM Data Center Maintenance and Support Services**” with Project Identification No. *DBM-2022-31*.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for FYs 2022 to 2025 in the amount of **Sixty-Three Million Two Hundred Thousand Pesos (P63,200,000.00)**. The period for the performance of the obligations under the Contract shall not go beyond the validity of the corresponding appropriations for the Project.

2.2. The source of funding is the FY 2022 General Appropriations Act and through Multi-Year Contractual Authority No. **MYCA-BMB-C-21-0000075**.

## 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 equivalent to the following requirements:
  - a. The bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC, **or**
  - b. The bidder must have completed at least two (2) similar contracts:
    - i. The aggregate amount of which should be equivalent to at least *fifty percent (50%)* of the ABC for this Project; **and**
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e., twenty-five percent [25%]).
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 Revised 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

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 DBM will hold a Pre-Bid Conference for this Project on March 15, 2022, 10:30 a.m., as indicated in paragraph 6 of the **IB**.

To reduce the risks and hazards of community transmission of COVID-19, the DBM-BAC shall conduct meetings and conferences via video conferencing until further notice, or until such time that the state of calamity, or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.

The prospective bidders are advised to first log in the BAC waiting room, **<https://meet.google.com/hma-jmco-dbx>**, and wait for further advice from the BAC Secretariat to join the BAC meeting link, which shall be provided to the prospective bidders before the start of the Pre-Bid Conference.

## **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 DBM, 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 the period of March 29, 2020 to March 28, 2022**.
- 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

Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

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

- 13.2. Payment of the contract price shall be made in 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 until **July 27, 2022**. 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 (1) copy of the first and second components of its Bid.

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

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

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

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**

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

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

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 Revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one (1) Project having several items that shall be awarded as one (1) 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**

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**

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



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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall:</p> <ul style="list-style-type: none"> <li>a. refer to data center maintenance and support services.</li> </ul> <p style="padding-left: 40px;">If the data center maintenance and support services form part of a bigger contract, only the cost component of the data center maintenance and support services shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC; and</p> <ul style="list-style-type: none"> <li>b. have been completed <b>within the period of March 29, 2020 to March 28, 2022.</b></li> </ul>
7	Subcontracting is not allowed.
10.1	<p>Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:</p> <ul style="list-style-type: none"> <li>(i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver's license, Unified Multi-Purpose ID, etc.); and</li> <li>(ii) the oath of affirmation of one (1) credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification.</li> </ul> <p>In the interest of safeguarding the public's health in view of the COVID-19 pandemic, notarization of the required documents is allowed through videoconferencing in cases where the notary public holds office in an area under community quarantine in accordance with the Supreme Court issuance on interim rules on notarization of documents, SC A.M. No. 20-07-04-SC (2020 Interim Rules on Remote Notarization of Paper Documents).</p> <p>In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020.</p>
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.

14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>The amount of not less than P1,264,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>The amount of not less than P3,160,000.00, if bid security is in Surety Bond.</li> </ol>
15	<p>Bidders shall enclose their eligibility and technical documents described in Section II. Instructions to Bidders (ITB) Clause 10 in one sealed envelope marked "TECHNICAL COMPONENT", and their financial component described in ITB Clause 11 in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID".</p> <p>Further, all envelopes shall:</p> <ol style="list-style-type: none"> <li>contain the name of the contract to be bid in capital letters;</li> <li>bear the name and address of the Bidder in capital letters;</li> <li>be addressed to the Procuring Entity's BAC in accordance with Section I. Invitation to Bid Clause 9;</li> <li>bear the specific identification of the Project indicated in ITB Clause 1; and</li> <li>bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with the aforementioned date and time.</li> </ol> <p>Please be reminded that pursuant to Section 25.9 of the 2016 Revised IRR of RA No. 9184, unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>
19.3	<p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184.</p>
20	<p>The bidder with the Lowest Calculated Bid shall submit <b>ALL</b> of the following post-qualification requirements:</p> <ol style="list-style-type: none"> <li>Photocopy/ies of Contract/s or Purchase Order/s of one of the following: <ol style="list-style-type: none"> <li>A single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid; <b><u>OR</u></b></li> <li>At least two (2) similar contracts: <ol style="list-style-type: none"> <li>the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC; <b><u>AND</u></b></li> </ol> </li> </ol> </li> </ol>

	<p>(b) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e., twenty-five percent [25%]).</p> <p>2. The corresponding proof of completion, which could either be:</p> <ol style="list-style-type: none"> <li>Certificate/s of Final Acceptance/Completion from the bidder's client/s; or</li> <li>Official Receipt/s or Sales Invoice/s of the bidder covering the full amount of the contract/s.</li> </ol> <p>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payment System (EFPS), consisting of the following:</p> <ol style="list-style-type: none"> <li>2020 Income Tax Return with proof of payment; and</li> <li>VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from August 2021 to January 2022.</li> </ol> <p>4. Copy of the Manufacturer Certificates/Proof of Maintenance for the following Data Center components:</p> <ol style="list-style-type: none"> <li>Dunamis Generator Set</li> <li>Schneider In-Row Cooling System</li> <li>Schneider Integrated Monitoring Solution</li> <li>NOVEC Fire Suppression System</li> <li>Schneider Managed Power Distribution Unit</li> <li>Eaton Powerware Uninterruptible Power Supply</li> </ol> <p><u>Additional Conditions:</u></p> <p>* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.</p> <p>** In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.</p> <p>*** In case of a tie and two (2) or more bidders have been post-qualified as Lowest Calculated Responsive Bidders (LCRBs), the tie-breaking measure determined by the procuring entity shall be non-discretionary and nondiscriminatory such that the same is based on sheer luck or chance.</p> <p>As a matter of information to the prospective bidders, the DBM-BAC has determined to use the method of a "raffle," wherein the names of the bidders involved in the tie and declared as LCRBs will be written in separate similar unmarked papers, and will be folded and placed in a container.</p>
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	<p>Thereafter, a DBM-BAC representative will draw the raffle in an order wherein the first drawn bidder shall be considered as the winning LCRB and awarded the contract. The second drawn bidder shall be the second ranked LCRB, and so on until all LCRBs are drawn and ranked. In case of the failure, refusal or inability of the winning LCRB to submit the documents required under Section 37.1 of the 2016 Revised IRR of RA No. 9184 or to enter into contract and post the required Performance Security, as provided in Section 40 of the same IRR, the BAC shall disqualify the said LCRB, and shall proceed to award the contract to the second ranked LCRB. This procedure shall be repeated until a Notice to Proceed has been issued.</p>
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## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

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

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

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

## **5. Warranty**

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

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

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

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



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

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the Director of the Information and Communications Technology Systems Service.</p> <p><b>Incidental Services</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <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; and</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 that this service shall not relieve the Supplier of any warranty obligations under this Contract.</li> </ul>

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p><b>Packaging</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment schedule shall be on a monthly basis in accordance with item 8.0 of Annex “A” (Detailed Technical Specifications).</p> <p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ol style="list-style-type: none"> <li>Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</li> <li>Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised IRR of RA No. 9184, in lieu of the unnotarized PSD.</li> </ol>
3	<p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security</p>

	<p>to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> <li>a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;</li> <li>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</li> <li>c. The end-user may require the winning bidder to replace 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 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</li> </ul>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior written notice to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>

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

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

The delivery schedule stipulates hereafter the date of delivery to the project site.

<b>Description</b>	<b>Delivery Schedule</b>
<b>Provision of regular preventive maintenance and support services to various data center component and equipment</b> , in accordance with Annex “A” (Detailed Technical Specifications) of Section VII. Technical Specifications.	June 21, 2022 to June 20, 2025

\*The period for the performance of the obligations under the Contract shall not be beyond the validity of the corresponding appropriations for the Project.

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

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature Over Printed Name of Representative**

\_\_\_\_\_  
**Date**

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



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

Bidders must state here either “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

<b>Specifications</b>	<b>Bidder’s Statement of Compliance</b>
<b>I. Implementation Period</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 3.0)</i>	
<b>II. Specifications and Scope of Work</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 4.0)</i>	
<b>III. Service Level Agreement</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 5.0)</i>	
<b>IV. Warranties of the Contractor</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 6.0)</i>	
<b>V. Confidentiality of Data</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 7.0)</i>	
<b>VI. Terms of Payment</b> <i>(see attached Annex “A” [Detailed Technical Specifications], item 8.0)</i>	

**I hereby certify to comply with all the above Technical Specifications.**

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature Over Printed Name of Representative

\_\_\_\_\_  
Date

## Detailed Technical Specifications

### 1.0 Project Title

DBM Data Center Maintenance and Support Services

### 2.0 Objective

2.1 To provide regular preventive maintenance and support to the various Data Center (DC) components:

- 2.1.1 Dunamis 500 kVA Standby Diesel Generator Set
- 2.1.2 Eaton Powerware Uninterruptible Power Supply (UPS)
- 2.1.3 Schneider In-Row Cooling System
- 2.1.4 NOVEC Fire Suppression System
- 2.1.5 Schneider Integrated Monitoring System
- 2.1.6 Schneider Manage Power Distribution Unit (PDU)
- 2.1.7 55-inch Digital Signage TV
- 2.1.8 Synology Network Attached Storage
- 2.1.9 ZK Biometric Access Control
- 2.1.10 DAHUA Surveillance System

This Project covers equipment that should be compatible and interoperable with the existing equipment in the DBM Data Center. Hence, reference to brand names is authorized under Section 18 of the 2016 Revised IRR of RA 9184 which provides that, “[r]eference to brand names shall not be allowed **except for items or parts that are compatible with the existing fleet of equipment of the same make and brand, and to maintain the performance, functionality and useful life of the equipment**”. (emphasis supplied)

### 3.0 Implementation Period

The DBM Data Center Maintenance and Support Services shall cover the period of June 21, 2022 to June 20, 2025.

### 4.0 Specifications and Scope of Work

4.1 The contractor shall provide regular maintenance and support for the following DBM Data Center equipment:

- 4.1.1 One (1) unit of Dunamis 500 kVA Standby Diesel Generator Set with serial number **PG2003001206** including its components.
- 4.1.2 Two (2) units of Eaton Powerware UPS with serial numbers **2C26KXX01 and C2C6KXX02**.
- 4.1.3 Six (6) units of Schneider In-Row Cooling System with the following serial numbers, including their components:

• SJK2035004579	• SJK2035004577
• SJK2035004580	• SJK2033004173
• SJK2033004172	• SJK2035004578

Condensers with the following serial numbers:

<ul style="list-style-type: none"> <li>• CA202000962</li> <li>• CA202000963</li> <li>• CA202000959</li> </ul>	<ul style="list-style-type: none"> <li>• CA202000960</li> <li>• CA202000964</li> <li>• CA202000957</li> </ul>
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Flood Receivers with the following serial numbers:

<ul style="list-style-type: none"> <li>• 8K2010Z0002</li> <li>• 8K1821Z0004</li> <li>• 8K1904Z0030</li> </ul>	<ul style="list-style-type: none"> <li>• 8K1825Z0005</li> <li>• 8K1821Z0014</li> <li>• 8K1821Z00017</li> </ul>
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4.1.4 One (1) set of NOVEC Fire Suppression System including its components and peripherals:

4.1.4.1 NOVEC Fire Suppression System Panel with serial number DM1720

4.1.4.2 NOVEC Fire Suppression System Cylinder Janus with serial number 18528

4.1.5 One (1) set of Schneider Integrated Monitoring System including its software licenses, components, and peripherals:

4.1.5.1 One (1) unit of 48 ports Aruba Switch JL686A with serial number CN13KPJ03X

4.1.5.2 One (1) unit of 24 ports Aruba Switch JL684A with serial number CN13KPG109

4.1.5.3 One (set) of Water Leak Detection System with the following components and peripherals:

4.1.5.3.1 Five (5) units of NetBotz Leak Rope Sensor with serial numbers:

<ul style="list-style-type: none"> <li>• 5A2028P00505</li> <li>• 5A2028P00480</li> <li>• 5A2028P00479</li> </ul>	<ul style="list-style-type: none"> <li>• 5A2028P00631</li> <li>• 5A2028P00596</li> </ul>
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4.1.5.3.2 Three (3) units of NetBotz Leak Rope Sensor extension with serial numbers:

<ul style="list-style-type: none"> <li>• 5A1951P00282</li> <li>• 5A2014P00044</li> </ul>	<ul style="list-style-type: none"> <li>• 5A1951P00158</li> </ul>
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4.1.5.4 One set of Temperature and Humidity Monitoring System with the following components and peripherals:

4.1.5.4.1 Three (3) units of NetBotz Rack Monitor 750 with serial numbers:

<ul style="list-style-type: none"> <li>• QA2034270834</li> <li>• QA2034270814</li> </ul>	<ul style="list-style-type: none"> <li>• QA2034270840</li> </ul>
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4.1.5.4.2 Three (3) units of NetBotz Rack Sensor Pod 150 with serial numbers:

<ul style="list-style-type: none"> <li>• ZA2021055186</li> <li>• ZA2021055385</li> </ul>	<ul style="list-style-type: none"> <li>• ZA2021055316</li> </ul>
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4.1.5.4.3 Twenty-nine (29) units of APC Temperature and Humidity Sensor with the following serial numbers:

• C22022002501	• C22022000356
• C22022000357	• C22022000374
• C22022002014	• C22022001988
• C22022002008	• C22022000310
• C22022000368	• C22022002022
• C22021001961	• C22022000349
• C22022002012	• C22022000346
• C22022001998	• C22022002005
• C22022000277	• C22022001933
• C22022002007	• C22022000193
• C22022000328	• C22022000189
• C22022000285	• 5A2032T09770
• C22022001999	• 5A2033T50956
• C22022000366	• 5A2032T09766
• C22022000392	

4.1.6 Forty-eight (48) units of Schneider Manage PDU with the following serial numbers:

• ZA2033060591	• ZA2033060556
• ZA2033060562	• ZA2033060565
• ZA2033060541	• ZA2033060567
• ZA2033060589	• ZA2033060572
• ZA2033060566	• ZA2033060573
• ZA2033060545	• ZA2033060554
• ZA2033060576	• ZA2033060548
• ZA2033060574	• ZA2033060559
• ZA2033060550	• ZA2033060575
• ZA2033060583	• ZA2033060544
• ZA2033060563	• ZA2033060549
• ZA2033060543	• ZA2033060560
• ZA2033060570	• ZA2033060571
• ZA2033060564	• ZA2033060547
• ZA2033060542	• 5A2021E05733
• ZA2033060584	• 5A2021E05729
• ZA2033060561	• 5A2021E05734
• ZA2033060546	• 5A2021E05723
• ZA2033060555	• 5A2021E05781
• ZA2033060558	• 5A2021E05716
• ZA2033060568	• 5A2021E05782
• ZA2033060557	• 5A2021E05665
• ZA2033060551	• 5A2021E05737
• ZA2033060553	• 5A2021E05728

4.1.7 Six (6) units of 55-inch Digital Signage TV with the following serial numbers

• 06E6HNJMC00036B	• 06E6HNJMC00041Z
• 06E6HNJMC00047F	• 702KCMR65211
• 06E6HNJMC00046W	• 702KCNL65215

4.1.8 One (1) unit of Synology Network Attached Storage with serial number **FA1955162884**, including all the SAS HDD (16TB) installed with serial numbers:

<ul style="list-style-type: none"> <li>• ZL2C8RSP</li> <li>• ZL2C88H6</li> <li>• ZL2C8D2M</li> <li>• ZL2C8RV6</li> <li>• ZL2C7HQY</li> <li>• ZL2C8D5L</li> </ul>	<ul style="list-style-type: none"> <li>• ZL2C8AAW</li> <li>• ZL2BD7AA</li> <li>• ZL2C8AGK</li> <li>• ZL2C88HS</li> <li>• ZL2C8892</li> <li>• ZL2C7JH3</li> </ul>
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4.1.9 Four (4) units of ZK Biometric Access Control with serial numbers:

<ul style="list-style-type: none"> <li>• 6160052003790</li> <li>• 6160052003789</li> </ul>	<ul style="list-style-type: none"> <li>• 3929091906696</li> <li>• 6160052003786</li> </ul>
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4.1.10 One (1) set of DAHUA Surveillance System with the following components/peripherals:

4.1.10.1 One (1) unit of Dahua 16 channel NVR with serial number **3C04982PAMT196X**, including four (4) units of 4TB HDD.

4.1.10.2 One (1) unit of 16 ports POE Manage Switch

4.1.10.3 Two (2) units of 8 ports POE unmanaged switch

4.1.10.4 Seventeen (17) units of Dahua Vari-Focal HD Camera with the following serial numbers:

<ul style="list-style-type: none"> <li>• 2L06D4BPAG00008</li> <li>• 2L06D4BPAG00002</li> <li>• 2L01BEPAG00013</li> <li>• 2L01BEPAG00025</li> <li>• 2L01BEPAG00001</li> <li>• 2L01BEPAG00016</li> <li>• 2L01BEPAG00001</li> <li>• 2L01BEPAG00017</li> <li>• 2L01BEPAG00010</li> </ul>	<ul style="list-style-type: none"> <li>• 2L06D4BPAG00005</li> <li>• 2L01BEPAG00004</li> <li>• 2L01BEPAG00020</li> <li>• 2L06D4BPAG00004</li> <li>• 2L01BEPAG00015</li> <li>• 6J03AA2GAGDF29F</li> <li>• 6J03AA2GAG3A762</li> <li>• 6J03AA2GAGFFBEB</li> </ul>
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4.2 During the maintenance period the contractor shall provide the following maintenance and technical support services:

4.2.1 Technical support shall be available twenty-four hours a day, seven days a week (24x7). Technical support may be delivered in the form of a telephone call, electronic mail, and/or on-site support as requested by the DBM.

Problems on software and hardware components, reported during the maintenance period, shall be resolved to the satisfaction of the DBM within four (4) hours from receipt of the report.

4.2.2 Defective parts/accessories of the subject ICT equipment shall be replaced, at no additional cost to the DBM, with the same or better brand, model features, quality, and functionalities if the same is not repaired within the allowable resolution time of four (4) working hours.

- 4.2.3 A service unit of at least the same brand, model, features, and functionalities or its equivalent in case of equipment breakdown, shall be provided, at no additional cost to the DBM. The service unit shall be made available and operational within four (4) working hours from the time the problem has been reported by the DBM.
- 4.3 During the maintenance period, conduct regular Data Center components preventive maintenance in a mutually agreed schedule. The results of such shall be documented in a monthly/quarterly report with the inspection checklist for the monthly/quarterly maintenance (e.g., status report, health check, performance, updates, recommendations, etc.) submitted on the first week of the succeeding month and subject to validation of ICTSS personnel.

#### **4.3.1 Generator Set**

##### **4.3.1.1 Monthly Service Maintenance**

- 4.3.1.1.1 Checking the coolant level, add coolant if necessary.
- 4.3.1.1.2 Check the oil level, fuel system, and starting system.
- 4.3.1.1.3 Inspect the exterior of the radiator for obstructions, and remove all dirt.
- 4.3.1.1.4 Inspect charge-air cooler piping and hoses for leaks
- 4.3.1.1.5 Checking the current status of the battery to avoid any start-up hitch.
- 4.3.1.1.6 Cleaning of air filter
- 4.3.1.1.7 The oil and filter must be changed every 100 hours of operation. Draining the oil and replacing the oil filter and their disposal should be done appropriately to avoid environmental damage or liability.

##### **4.3.1.2 Quarterly Preventive Maintenance**

- 4.3.1.2.1 Fuel polishing if the fuel is not used and replaced in three to six months
- 4.3.1.2.2 Keep the oil level as near as possible to the full mark on the dipstick by adding the same quality and brand of oil.
- 4.3.1.2.3 Clean the batteries and charge them when the specific gravity reading is below 1.215
- 4.3.1.2.4 Inspect hoses and belts, should be replaced if not in good condition
- 4.3.1.2.5 Full load test for thirty (30) minutes at rated voltage, speed, and frequency including fuel for testing.
- 4.3.1.2.6 The reading shall be observed with calibrated meters.
- 4.3.1.2.7 All the safety controls and protective devices of the DG set shall be tested for correct calibration and operation.
- 4.3.1.2.8 Tests and operations shall be performed in the presence of the authorized representatives of the DBM. The results of the tests shall be tabulated and submitted in triplicate.

#### **4.3.2 Power Components**

##### **4.3.2.1 Monthly Service Maintenance**

- 4.3.2.1.1 Checking of the electrical connection for all DC components such as Cooling System, UPS, Generator Set, ATS, Fire Suppression System, Security Access, Video Surveillance, and Water Leak detector system.
- 4.3.2.1.2 Identification of a potential electrical problem

- 4.3.2.1.3 Survey and identify high-temperature excursions
- 4.3.2.1.4 Switchgear cleaning and inspection
- 4.3.2.1.5 Cleaning and tightening of all electrical connections and equipment enclosures
- 4.3.2.1.6 Replacement of defective power outlets and related components if necessary
- 4.3.2.1.7 Replacement of defective lighting fixture if necessary

#### 4.3.2.2 **Quarterly Preventive Maintenance**

- 4.3.2.2.1 Testing of circuit breakers and switches
- 4.3.2.2.2 Perform load balancing in coordination with DBM authorized technician/engineers to prevent power overload and other power issues
  - 4.3.2.2.2.1 Study the system load during the actual operation
  - 4.3.2.2.2.2 Determine the unbalance phase load
  - 4.3.2.2.2.3 Transfer / reconfigure load to balance the phase load
  - 4.3.2.2.2.4 Monitor the balanced current load
  - 4.3.2.2.2.5 Project the additional load per phase
  - 4.3.2.2.2.6 Re-balance load as the change arise
- 4.3.2.2.3 Calibration of protective relays
- 4.3.2.2.4 Perform Megger Testing whenever shutdown of electrical equipment and power cabling system will be allowed.
- 4.3.2.2.5 All replacement units and consumables must be provided by the contractor.

### 4.3.3 **Eaton Powerware UPS:**

#### 4.3.3.1 **Monthly Service Maintenance**

- 4.3.3.1.1 Run a UPS battery self-test
- 4.3.3.1.2 Record the battery health and alarm history
- 4.3.3.1.3 Check if there are no signs of battery swelling or damage
- 4.3.3.1.4 Check the airflow, should have enough airflow to keep the UPS at room temperature.
- 4.3.3.1.5 Clean the dust, change the air filter if necessary
- 4.3.3.1.6 Check the software, make sure the UPS have the most up-to-date versions

#### 4.3.3.2 **Quarterly Preventive Maintenance**

- 4.3.3.2.1 Perform appropriate preventive measures to keep the UPS in good and running condition and ensure that ventilation is capable of maintaining the DC within recommended ambient temperature and humidity.
- 4.3.3.2.2 Replace batteries as necessary and fine-tune each opening.
- 4.3.3.2.3 Perform a power failure simulation to check the charging and discharging capacity of the battery.
- 4.3.3.2.4 Provide necessary recommendations to expand the life of the equipment.

### 4.3.4 **Schneider In-Row Cooling System**

#### 4.3.4.1 **Monthly Service Maintenance**

- 4.3.4.1.1 Check if the cooling unit maintains the temperature setpoint.
- 4.3.4.1.2 Check if there is visible damage to the cooling unit.

- 4.3.4.1.3 Check the environmental damage (dirt, dust, debris, liquid stains) around the cooling unit installation area.
- 4.3.4.1.4 Record the room temperature near the return of the cooling unit.
- 4.3.4.1.5 Record the alarm history for the last month.
- 4.3.4.1.6 Check the condition of the air filters. Change if necessary.
- 4.3.4.1.7 Check for accumulation of debris in the drain pan. Clean as required.
- 4.3.4.1.8 Check the fans. All components should be moving freely with no signs of binding or damages.
- 4.3.4.1.9 Verify that the condensate line is flowing freely.
- 4.3.4.1.10 Inspect the electrical panel for tight connections and overheated connections from loose contact terminals.
- 4.3.4.1.11 Confirm the incoming main voltage matches the cooling unit nameplate. The measurement should be within 10% of the nameplate listing.

#### 4.3.4.2 **Quarterly Preventive Maintenance**

- 4.3.4.2.1 Verify that the fan hardware is tight.
- 4.3.4.2.2 Clean the condensate drain line.
- 4.3.4.2.3 Clean the dust from door perforations.
- 4.3.4.2.4 Clean the dust from fan bezels.
- 4.3.4.2.5 Verify that the cooling operation mode is functioning properly.
- 4.3.4.2.6 Check the cleanliness of the evaporator coil. Clean if required.

#### 4.3.5 **Data Center Surveillance System Monthly Preventive Maintenance**

- 4.3.5.1 Check indicator lamps condition.
- 4.3.5.2 Check all cables and conduits are properly supported, undamaged, and showing no signs of wear.
- 4.3.5.3 Check the picture quality of each camera and correct monitor selection.
- 4.3.5.4 Clean camera housings and lenses.
- 4.3.5.5 Check camera functions and movement and fields of view are free from obstruction.
- 4.3.5.6 Check the overall performance of the system.
- 4.3.5.7 Check if the NVR is recording properly.
- 4.3.5.8 Check the status of the storage if it reaches the maximum capacity.
- 4.3.5.9 Check communication and recording of all IP cameras with the NVR.
- 4.3.5.10 Check if all storage devices are functioning properly.
- 4.3.5.11 Check all power connections to ensure AC plugs are not loose or cable power frayed.
- 4.3.5.12 Check all control equipment running condition.
- 4.3.5.13 Check functionality of the Monitoring Servers, its mouse, keyboard, and related peripherals.
- 4.3.5.14 Maintenance and updates of video analytics management software.

#### 4.3.6 **Biometrics Access Control System Additional Requirements and Monthly Preventive Maintenance**

##### 4.3.6.1 **Additional Requirements**

- 4.3.6.1.1 The contractor should replace the three biometrics (two inside the Datacenter and one inside the storage room) with a push-button unlock switch.
- 4.3.6.1.2 The contractor should restore the damaged wall due to the removal of the three biometrics.



#### 4.3.6.2 **Monthly Maintenance**

- 4.3.6.2.1 Visual inspection of all internal sub-assemblies and major components.
- 4.3.6.2.2 Maintenance and version updates of security management software.
- 4.3.6.2.3 Checking of primary and backup power supply.
- 4.3.6.2.4 Cleaning and maintenance inspection of the access control unit including its peripherals such as the electromagnetic lock mechanism, push-to-exit button, as necessary.

#### 4.3.7 **NOVEC Fire Suppression Monthly Maintenance**

- 4.3.7.1 Check all the hose connections
- 4.3.7.2 Check all the cylinders and racks
- 4.3.7.3 Check all selector valves and control valves
- 4.3.7.4 Maintain the cleanliness of the complete system
- 4.3.7.5 Check all parts for mechanical damage
- 4.3.7.6 Check safety seals if undamaged
- 4.3.7.7 Check wirings if undamaged and in good condition
- 4.3.7.8 Check cylinder pressure if correct
- 4.3.7.9 Check of fixations
- 4.3.7.10 Check complete manifold for corrosion
- 4.3.7.11 Check outlet of the agent at the nozzle is free, not blocking
- 4.3.7.12 Check no use change
- 4.3.7.13 Check openings in the Data Center
- 4.3.7.14 Check function of electronic door lock
- 4.3.7.15 Check function of group valve
- 4.3.7.16 Check the triggering of the automatic fire detection system
- 4.3.7.17 Check agent quantity
- 4.3.7.18 Check electrical acoustic alarming device
- 4.3.7.19 Check Pneumatic alarming device
- 4.3.7.20 Check Optical alarming device
- 4.3.7.21 Check the warning panel on the Datacenter entrance door

#### 4.3.8 **Raised Floor System Monthly Maintenance**

- 4.3.8.1 Replacement of damaged panels
- 4.3.8.2 Understructure adjustments
- 4.3.8.3 Replacement of broken edge trim
- 4.3.8.4 Replacement of warped/broken panels
- 4.3.8.5 Refurbish delaminated panels
- 4.3.8.6 Sub-micron filter vacuuming
- 4.3.8.7 Sealant applied to the sub-flooring
- 4.3.8.8 Spot cleaning to remove stains
- 4.3.8.9 Surface cleaning
- 4.3.8.10 Detail cleaning of entry points

#### 4.3.9 **Racks, Patch Panels, and Cablings Monthly Maintenance**

- 4.3.9.1 The contractor should replace defective patch panels and cablings (both fiber and copper) if necessary.
- 4.3.9.2 The contractor should check for possible defective or worn-out accessories of data/network cabinets such as axial fan, door lock, rack mounting rail, rack connector, panels, cable routing panel, and cantilever arm. Replace if necessary.
- 4.3.9.3 The contractor should ensure the ventilation is sufficient to cope with the heat dissipated by equipment inside the racks.

- 4.3.9.4 The contractor should check the data/network cabinet's mounting nuts, adapter, and brackets, adjust if necessary.

## 5.0 Service Level Agreement

The DBM shall maintain a Service Level Agreement with the contractor, with provisions for penalty as indicated below for their non-compliance or delay in delivery. Penalties shall be charged against any money due or which may become due to the contractor, or collected from any securities or warranties posted by the contractor.

Component	Description	Penalty
Maintenance and Technical Support Services: • 24/7 Support • Replacement of defective parts • Provision of service unit	As defined in item 4.2 of this DTS. as applicable covering the period from June 21, 2022 to June 20, 2025	1/10th of 1% of the contract price for the undelivered monthly portion of the contract shall be imposed per hour of delay.
Monthly Preventive Maintenance	As defined in item 4.3 of this DTS. as applicable covering the period from June 21, 2022 to June 20, 2025	1/10th of 1% of the contract price for the undelivered monthly portion of the contract shall be imposed per day of delay.
Quarterly Preventive Maintenance	As defined in item 4.3 of this DTS. as applicable covering the period from June 21, 2022 to June 20, 2025	1/10th of 1% of the contract price for the undelivered quarterly portion of the contract shall be imposed per day of delay.

## 6.0 Warranties of the Contractor

- 6.1 For the procurement of the project, the warranties shall include the following:
- 6.1.1 The contractor warrants that it shall strictly conform to the terms and conditions of this Detailed Technical Specifications.
- 6.1.2 The contractor warrants that the technical staff assigned are qualified to provide the deliverables required to the satisfaction of the DBM.
- 6.1.3 The contractor shall secure, maintain at its own expense all registration, licenses, or permits required by national or local laws and shall comply with the rules, regulations, and directives of regulatory authorities and Commissions. The contractor undertakes to pay all fees or charges payable to any instrumentality of government or any other duly constituted authorities relating to the use or operation of the installation.
- 6.1.4 The contractor's technical staff assigned to support DBM shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- 6.1.5 The contractor's technical staff assigned to support DBM shall coordinate with the ICTSS in the implementation of this project.

- 6.1.6 The contractor shall be liable for loss, damage, or injury caused directly or indirectly through the fault or negligence of its technical staff assigned. It shall assume full responsibility therefore and the DBM shall be fully released from any liability arising therefrom.
- 6.1.7 The contractor shall neither assign, transfer, pledge, nor subcontract any part of or interest on the contract being bidded out.
- 6.1.8 The contractor shall identify the certified technical staff who will be given authority to access and operate the Data Center and Components. The DBM, through the ICTSS, shall be informed within five (5) calendar days, through a formal notice, of any change or replacement of technical staff assigned.

## **7.0 Confidentiality of Data**

- 7.1 All technical staff assigned by the contractor shall be required to sign a Non-Disclosure Agreement (NDA).
- 7.2 The DBM Enterprise Network System, its component, parts and all products, products samples and specifications, data, ideas, technology, and technical/non-technical materials, all or any which may be derived from any of the foregoing are strictly confidential.
- 7.3 The contractor agrees to hold all the foregoing information in strict confidence. The contractor further agrees not to reproduce or disclose any confidential information to third parties without the prior written approval of the DBM.

## **8.0 Terms of Payment**

- 8.1 Monthly payment shall be made, subject to the submission of the following documentary requirements, and in accordance with budgeting, accounting, and auditing laws, rules, and regulations:
  - 8.1.1 Manufacturer Certificate/Proof of Maintenance for the following Data Center components:
    - 8.1.1.1 Dunamis Generator Set
    - 8.1.1.2 Schneider In-Row Cooling System
    - 8.1.1.3 Schneider Integrated Monitoring Solution
    - 8.1.1.4 NOVEC Fire Suppression System
    - 8.1.1.5 Schneider Managed PDU
    - 8.1.1.6 Eaton Powerware UPS
  - 8.1.2 Sales Invoice / Billing Statement
  - 8.1.3 Maintenance Report
  - 8.1.4 Certificate of Acceptance issued by the ICTSS Director
  - 8.1.5 NDA

***Section VIII. Checklist of Technical and  
Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid and updated PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184;

#### Technical Documents

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

#### Financial Documents

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

***Class “B” Documents***

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

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

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

**II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (a) Original of duly signed and accomplished Financial Bid Form.

***Statement of all Ongoing Government and Private Contracts  
Including Contracts Awarded but not yet Started***  
*[shall be submitted with the Bid]*

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Total Amount of Contract	Value of Outstanding Contract	Date of Delivery
<u>Government</u>						
<u>Private</u>						

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

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

**Instructions:**

- i. State **ALL** ongoing contracts including those awarded but not yet started (government **[including the DBM]** and private contracts which may be **similar or not similar** to the project being bidded) up to March 28, 2022.
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

***Statement of Single Largest Completed Contract  
which is Similar in Nature***  
*[shall be submitted with the Bid]*

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance *	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

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

**Instructions:**

- a. 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 the following requirements:
  - i. a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC; **OR**
  - ii. at least two (2) similar contracts:
    - (a) the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC for this Project; **AND**
    - (b) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e., twenty-five percent [25%]).
- b. The SLCC should have been completed (i.e., accepted) within the period of March 29, 2020 to March 28, 2022.
- c. The similar contract for this Project shall refer to data center maintenance and support services. If the data center maintenance and support services form part of a bigger contract, only the cost component of the data center maintenance and support services shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC.

- \* Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during post-qualification).



## ***Bid Securing Declaration Form***

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION**

Project Identification No.: *DBM-2022-31*

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]*

## ***Omnibus Sworn Statement***

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

### **AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand this day of \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_\_ Philippines.

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

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

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

**BID FORM**

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

Project Identification No. : **DBM-2022-31**

*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 **DBM Data Center Maintenance and Support Services** 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 details provided herein and made part of this Bid. The total bid price includes the cost of all taxes.

Particulars/ Components	1 <sup>st</sup> Year			
	Maintenance and Technical Support Cost per Month (inclusive of VAT) [A]	Monthly Preventive Maintenance Cost (inclusive of VAT) [B]	Quarterly Preventive Maintenance Cost (inclusive of VAT) [C]	Total Maintenance Cost per Component per Year [A*12+B*12+C*4 =D]
I. DUNAMIS Generator Set (24/7 Support, Monthly & Quarterly Maintenance)				
II. Power Components (24/7 Support, Monthly and Quarterly Maintenance)				
III. Eaton Powerware UPS (24/7 Support, Monthly & Quarterly Maintenance)				
IV. Schneider In-Row Cooling System (24/7 Support, Monthly and Quarterly Maintenance)				
V. Schneider Integrated Monitoring System (24/7 Maintenance Support)		N/A	N/A	
VI. Synology Network Attached Storage (24/7 Maintenance Support)		N/A	N/A	

Signature of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

VII. Data Center Surveillance System (24/7 Support and Monthly Preventive Maintenance)			N/A	
VIII. Biometrics Access Control System (Additional Requirements, 24/7 Support and Monthly Maintenance)			N/A	
IX. NOVEC Fire Suppression (24/7 Support and Monthly Maintenance)			N/A	
X. Raised Floor System (Monthly Maintenance)	N/A		N/A	
XI. Racks, Patch Panels, and Cablings (Monthly Maintenance)	N/A		N/A	
<b>Total Cost for First Year [E1]</b>				<b>P</b>

Particulars/ Component	2 <sup>nd</sup> Year			
	Maintenance and Technical Support Cost per Month (inclusive of VAT) [A]	Monthly Preventive Maintenance Cost (inclusive of VAT) [B]	Quarterly Preventive Maintenance Cost (inclusive of VAT) [C]	Total Maintenance Cost per Component per Year [A*12+B*12+C*4 =D]
I. DUNAMIS Generator Set (24/7 Support, Monthly & Quarterly Maintenance)				
II. Power Components (24/7 Support, Monthly and Quarterly Maintenance)				
III. Eaton Powerware UPS (24/7 Support, Monthly & Quarterly Maintenance)				
IV. Schneider In-Row Cooling System (24/7 Support, Monthly and Quarterly Maintenance)				

Signature of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

V.	Schneider Integrated Monitoring System (24/7 Maintenance Support)		N/A	N/A	
VI.	Synology Network Attached Storage (24/7 Maintenance Support)		N/A	N/A	
VII.	Data Center Surveillance System (24/7 Support and Monthly Preventive Maintenance)			N/A	
VIII.	Biometrics Access Control System (Additional Requirements 24/7 Support and Monthly Maintenance)			N/A	
IX.	NOVEC Fire Suppression (24/7 Support and Monthly Maintenance)			N/A	
X.	Raised Floor System (Monthly Maintenance)	N/A		N/A	
XI.	Racks, Patch Panels, and Cablings (Monthly Maintenance)	N/A		N/A	
<b>Total Cost for Second Year [E2]</b>					<b>P</b>

Particulars/ Component	3 <sup>rd</sup> Year			
	Maintenance and Technical Support Cost per Month (inclusive of VAT) [A]	Monthly Preventive Maintenance Cost (inclusive of VAT) [B]	Quarterly Preventive Maintenance Cost (inclusive of VAT) [C]	Total Maintenance Cost per Component per Year [A*12+B*12+C*4 =D]
I. DUNAMIS Generator Set (24/7 Support, Monthly & Quarterly Maintenance)				
II. Power Components (24/7 Support, Monthly and Quarterly Maintenance)				

Signature of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

III. Eaton Powerware UPS (24/7 Support, Monthly & Quarterly Maintenance)				
IV. Schneider In-Row Cooling System (24/7 Support, Monthly and Quarterly Maintenance)				
V. Schneider Integrated Monitoring System (24/7 Maintenance Support)		N/A	N/A	
VI. Synology Network Attached Storage (24/7 Maintenance Support)		N/A	N/A	
VII. Data Center Surveillance System (24/7 Support and Monthly Preventive Maintenance)			N/A	
VIII. Biometrics Access Control System (Additional Requirements 24/7 Support and Monthly Maintenance)			N/A	
IX. NOVEC Fire Suppression (24/7 Support and Monthly Maintenance)			N/A	
X. Raised Floor System (Monthly Maintenance)	N/A		N/A	
XI. Racks, Patch Panels, and Cablings (Monthly Maintenance)	N/A		N/A	
<b>Total Cost for Third Year [E3]</b>				<b>P</b>
<b>Total Bid Amount (E1+E2+E3)</b>				<b>P</b>

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

Signature of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- 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, shall be a ground for the rejection of our bid.

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

Legal capacity: \_\_\_\_\_

\_\_\_\_\_

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

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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



**CONTRACT No. 2022-\_\_\_\_**  
**NAME OF PROJECT**

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**CONTRACT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the **DEPARTMENT OF BUDGET AND MANAGEMENT** of the Philippines (hereinafter called “the Entity”) of the one part and \_\_\_\_\_ of \_\_\_\_\_ City, Philippines (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly \_\_\_\_\_, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of \_\_\_\_\_ Pesos (P\_\_\_\_\_) (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.**

Signature of Authorized Signatory: \_\_\_\_\_

3. In consideration for the sum of \_\_\_\_\_ (P \_\_\_\_\_) or such other sums as may be ascertained, \_\_\_\_\_ agrees to deliver the \_\_\_\_\_ in accordance with his/her/its Bid.
4. The **DEPARTMENT OF BUDGET AND MANAGEMENT** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. In compliance with item 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020 (Directing Strict Compliance By All Agencies and Instrumentalities of the Executive Department with Transparency, Accountability and Good Governance Policies and Measures in the Procurement Process), the DBM shall publish in its official website and social media platform the following post-award information:
  - (a) Project name;
  - (b) Approved budget for the contract;
  - (c) Contract period;
  - (d) Name of the winning bidder and its official business address;
  - (e) Amount of contract awarded;
  - (f) Date of award and acceptance; and
  - (g) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

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.

\_\_\_\_\_  
*Secretary*

*for:*

**DEPARTMENT OF BUDGET  
AND MANAGEMENT**

\_\_\_\_\_  
*Authorized Representative*

*for:*

\_\_\_\_\_

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
C I T Y O F M A N I L A ) S.S.

**BEFORE ME**, a Notary Public for and in the City of \_\_\_\_\_, Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 personally appeared the following:

NAME	VALID ID	VALID UNTIL
_____	DBM ID No. ____	
_____		

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the \_\_\_\_\_ was signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of \_\_\_\_\_, 2022.

Doc. No \_\_\_\_\_;  
Page No \_\_\_\_\_;  
Book No \_\_\_\_\_;  
Series of 2022.

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

X-----X

**PERFORMANCE SECURING DECLARATION**

*Invitation to Bid: DBM-2022-31*

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

I/We, the 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 if in case it is my first offense, or two (2) years if I have a prior similar 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:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - 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 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 *[month]* *[year]* at *[place of execution]*.

***[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]***

***[Insert signatory's legal capacity]***

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines.

*[Select one of the two following paragraphs and delete the other]*

Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No.02-8-13-SC).

Affiant/s exhibited to me his/her *[insert type of government identification card used]* with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, *[date issued]*, *[place issued]*

IBP No. \_\_, *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_.

