

Bureau of the Treasury

Intramuros, Manila



Funding the Republic

BIDDING DOCUMENTS

TITLE: Procurement of Managed and Maintenance Services for selected Auxiliary Systems to the Bureau of the Treasury Data Centers

ABC : Php20,000,000.00

ITB-06-2024-G (EPA)

October 25, 2023

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



Funding the Republic

REPUBLIKA NG PILIPINAS
KAGAWARAN NG PANANALAPI
KAWANIHAN NG INGATANG-YAMAN
(BUREAU OF THE TREASURY)
Intramuros, Manila 1002

INVITATION TO BID

1. The **Bureau of the Treasury (BTr)**, through the **FY 2024 National Expenditure Program (NEP)** intends to apply the sum of **Twenty Million Pesos (Php20,000,000.00)** being the ABC to payments under the contract **for Procurement of Managed and Maintenance Services for Selected Auxiliary Systems for the Bureau of the Treasury Data Centers / ITB-06-2024-G (EPA)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **BTr** now invites bids for the above Procurement Project. Delivery of the Goods is required by **one (1) year upon receipt of Notice to Proceed**. Bidders should have completed, within **the last five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. 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 Office of the BTr Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during 8:00 am to 5:00 pm.

A pre-registration will be conducted to prospective bidders who wish to attend the scheduled bidding activities. Only those who registered will be provided an invitation/link for the scheduled Pre-Bid Conference. Please refer to the pre-registration link:
<https://forms.gle/qfUMFQKxJd8qr4Wr8>
5. A complete set of Bidding Documents may be acquired by interested Bidders on October 25, 2023 from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty Thousand Pesos (Php20,000.00).*

6. The **BTr-BAC** will hold a Pre-Bid Conference¹ on **November 6, 2023, 9:00 am via zoom** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through online or electronic submission as indicated below, on or before **8:00 am of November 17, 2023**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 17, 2023, 9:00 am**, **via zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **electronic** submission of bidding documents shall be made only to the official email: **e-bids@treasury.gov.ph**. Only pre-registered bidders who have received meeting invitation link and with submitted proof of payment of bidding documents (e.g. electronic payment system transaction receipt, validated bank deposit slip) will be allowed to submit their bids
11. The **BTr-BAC** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

***Bids and Awards Committee Secretariat
Bureau of the Treasury
Ayuntamiento Building
Cabildo St., cor. A. Soriano Avenue, Intramuros Manila
Email: bac@treasury.gov.ph
Contact Number: 8663-2287 loc. 2827
Fax Number: 8524-7017***
13. You may visit the following websites:

For downloading of Bidding Documents: www.treasury.gov.ph

For online bid submission: **e-bids@treasury.gov.ph**

October 25, 2023

The schedules of activities are as follows:

A. ACTIVITY	SCHEDULE
1. Advertisement and issuance of Bidding Documents	October 25, 2023 Office of the BAC Secretariat, Ground Floor, Ayuntamiento Bldg., Intramuros, Manila 8:00 a.m. –5:00 p.m.
2. Pre-bid Conference	November 6, 2023, 9:00 a.m. Via zoom
3. Request for Clarification	Until November 8, 2023 Office of the BAC Secretariat, Ground Floor, Ayuntamiento Bldg., Intramuros, Manila 8:00 a.m. –5:00 p.m. Email: bac@treasury.gov.ph
4. Issuance of Supplemental Bid Bulletin	November 10, 2023 Office of the BAC Secretariat, Ground Floor, Ayuntamiento Bldg., Intramuros, Manila 8:00 a.m. –5:00 p.m.
5. Submission and Receipt of Bids	November 17, 2023, 8:00 a.m. e-bids@treasury.gov.ph
6. Opening of Bids	November 17, 2023, 9:00 a.m. Via zoom

EDUARDO ANTHONY G. MARIÑO III (Sgd.)
Deputy Treasurer of the Philippines
and Chairperson, BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Bureau of the Treasury wishes to receive Bids for the **Procurement of Managed and Maintenance Services for Selected Auxiliary Systems for the Bureau of the Treasury Data Centers / ITB-06-2024-G (EPA).**

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). of being the ABC to payments under the contract for Funding Information

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2024** in the amount of **Twenty Million Pesos (Php20,000,000.00).**

2.2. The source of funding is:

FY 2024 NEP

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. **For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address {[insert if applicable]} and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the **IB**]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. **Philippine Pesos.**

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 **120 days (Mach 15, 2024)**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

[Delete Options 2 and 3 if Framework Agreement will be used.]

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. 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, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,} the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

21. Signing of the Contract

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

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Similar contracts are those related to the Data Center and Facilities Maintenance</i> which includes all of the following components in the past five (5) years:</p> <ul style="list-style-type: none"> • Electrical System • Fire Suppression • Precision Air-conditioning Units • Uninterruptible Power Supply (UPS) • Security Surveillance System <p>b. completed within the last five (5) years [2018-2023] prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
12	No further instructions
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> <p>a. The amount of not less than Php400,000.00 [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Php1,000,000.00 [five percent (5%) of ABC] if bid security is in Surety Bond.</p> <p>The bid security in the form of cashier's/manager's check shall be payable to the BUREAU OF THE TREASURY.</p> <p>Note: During the opening of bids, the scanned copy of bid security (in any form) will be accepted provided that the original will be submitted by the LCB/SCB together with the additional requirements for post-qualification within five (5) calendar days (non-extendible). Failure to do so will be a ground for post-disqualification.</p>
15	<p>General Instructions during the bid opening:</p> <ol style="list-style-type: none"> 1. The bidding documents shall be composed of "Envelope 1 - Technical Component" and "Envelope 2 - Financial Component". 2. The bidder shall create two (2) archive format compression files (e.g., RAR, ZIP) to be labelled as "Envelope 1 - Technical Component" and "Envelope 2 - Financial Component". These archive format compression files must be protected with strong

password (e.g., alphanumeric and special characters) to ensure security, integrity and confidentiality. Unique password must be applied for each archive format compression file.

The Password must also have the following characteristics:

1. Must be at least 8 characters in length and consist of at least three password complexities (e.g. mixture of upper and lowercase letters and digits or symbols;
2. User must type in the same way the upper or lowercase letters;
3. Must not contain blank spaces or repetitive letters; and
4. Must not use "P@\$\$w0rd", username, real name or family names, or previous password.

"Envelope 1 - Technical Component" shall contain all documents listed under the Technical Component of the Checklist of Requirements.

"Envelope 2 - Financial Component" shall contain the Signed Bid Form.

Each and every page of the documents comprising the Technical and Financial Component must be scanned and in readable PDF format.

All electronic copies of bidding documents must be readable.

3. The two (2) archive format compression files must be uploaded to the folder in the drive specified in the email sent by the BAC Secretariat on or before the cut-off date and time as stated in the Invitation to Bid or Bid Bulletin. Thereafter, the bidder shall submit an electronic mail to bac@treasury.gov.ph after successfully uploading the two (2) archive format compression files to e-bids@treasury.gov.ph.

Upon confirmation and receipt of the two (2) archive format compression files, the BAC Secretariat, in coordination with the Management Information System Service, shall generate a bid receipt for the official time of submission. The date and time appearing in the BAC Secretariat's email shall be the date and time of the receipt of bidding documents from the bidder. The BAC Secretariat will acknowledge the receipt of bid/s by sending a reply email containing the generated bid receipt.

Late bid/s shall not be accepted/considered. An auto-generated reply email will be sent to the said bidder/s.

Considering several factors that affect the sending and receipt of electronic mail communications, bidders are encouraged to send their upload request/authorization of their respective bidding documents by electronic mail not later than twenty-four (24) hours before the cut-off period set in the Invitation to Bid.

It is the bidder's responsibility to ensure that its electronic mail containing the bidding documents for the particular procurement project is duly received by the BAC Secretariat.

4. If a bidder modifies his/its bidding documents before the deadline for modification as allowed under the law, such bidder shall not be allowed to retrieve his/its original bidding documents. Instead, the bidder shall only be allowed to upload another bid in the same folder to be labelled as "Technical Modification" or "Financial Modification". The modification shall also be supported by an electronic mail to the BAC Secretariat through e-bids@treasury.gov.ph. The time indicated in the latest bid receipt generated shall be the official time of submission.

Bids submitted after the deadline set in the Invitation to Bid shall not be accepted/considered.

5. Only bids that are in compressed archive files and are password-protected shall be accepted.

The Bids and Awards Committee assumes no responsibility for the misplacement of the contents of the compressed and password-protected files.

6. The electronically submitted bids will be downloaded from the BAC Secretariat's drive only upon commencement of the Bid Opening. The date and time of receipt of bids as indicated in the generated bid receipt will be shown to the participants.

Actual presence of the bidders or their representatives during the opening of bid/s is required for the disclosure of password to facilitate the opening of the bids which are in archive format compression file. The representatives should be the ones listed in the pre-registration.

Each bidder will be given three (3) times to enter the correct password. If after three times, the bidder representative is unable to disclose the correct password, he/she will be automatically declared ineligible.

7. "Envelope 1 - Technical Component" will be decrypted first to determine the bidder's eligibility. The password for decrypting

	<p>“Envelope 1 - Technical Component” will be disclosed by the bidder only during the opening of his/its archive format compression file.</p> <p>8. Only “Envelope 2 - Financial Component” of the eligible bidder will be decrypted. The password for decrypting “Envelope 2 - Financial Component” will be disclosed by the bidder only during the opening of his/its archive format compression file.</p> <p>9. Non-discretionary “pass/fail” criterion as stated in the Section 30 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be used during the Bid Opening.</p> <p>10. All other rules and procedures as provided under Republic Act No. 9184, and its 2016 Revised Implementing Rules and Regulations are deemed incorporated as part of this instruction.</p> <p>The date and time of bid opening is on November 17, 2023, 9:00 amPhilippine Standard Time (PST), via zoom</p>
16	<p>Bid documents submitted through electronic means which have not complied with the pre-registration and prior payment of bid documents requirement shall not be opened and considered immediately disqualified.</p> <p>1. A G-Suite drive of e-bids@treasury.gov.ph shall be maintained as official repository of all electronically submitted bidding documents.</p> <p>A folder will be created in the google drive for each procurement project. Within the folder, sub-folders will be created for each of the prospective bidders gathered from the pre-registration form. (Settings: Editor only – do not allow editor to change the folder sharing options)</p> <p>3. The BAC Secretariat will send email to pre-registered bidders. The email shall indicate the link of the bidder’s own folder in the google drive for the specified procurement project. To ensure integrity of the google drive, access thereto by the bidder shall be subject to confirmation/approval by the BAC Secretariat. (Settings: Do not give access)</p> <p>4. The BAC Secretariat shall verify all request for access to the google drive for electronic bid submission. Only verified bidder’s request shall be granted access to the google drive. To ensure auditability, all activity details in the google drive will be seen from the Activity Tab of e-bids@treasury.gov.ph.</p> <p>The address for submission of bids is:</p>

	<p>e-bids@treasury.gov.ph</p> <p>The deadline for submission of bids is on or before November 17, 2023, 8:00 a.m. , Philippine Standard Time (PST)</p>
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>
20.2	<p>For purposes of Post-Qualification, the following document(s) shall be required to be submitted within the non-extendible five (5) calendar days from receipt of notice from the BAC:</p> <ol style="list-style-type: none"> 1. Latest income Tax Returns (for year 2022, filed 2023) (BIR Form 1701 or 1702; 2. For the purposes of this bidding, prospective bidder shall submit their latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering six (6) months prior to the Opening of Bids. However, in view of BIR RMC No. 5-2023, taxpayers are no longer required to file their monthly Value Added Tax Declaration or Form 2550M beginning January 1, 2023, hence, those with Quarter ending June 2023 and September 2023 shall submit the applicable forms pursuant to said BIR Memorandum. <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (eFPS).</p> <ol style="list-style-type: none"> 3. Original Bid Security or Notarized Bid Securing Declaration 4. Omnibus Sworn Statement and Secretary's Certificate and/or Special Power of Attorney <p>In case the PhilGEPS Certificate of Registration or any document listed under its Annex A has expired after the bid opening, the bidder is required to submit said documents anytime during the post-qualification stge.</p> <p>Note: Documents submitted during post-qualification or as part of post qualification documents must be certified by the authorized representative to be true copy/ies from the original.</p>
21.2	<i>No additional requirement.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

[Include the following clauses if Framework Agreement will be used:]

- C. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- D. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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.*[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>Delivery Site:</i></p> <p><i>Bureau of the Treasury - Central Office</i> <i>Ayuntamiento Building</i> <i>Cabildo St., cor. A. Soriano Ave.,</i> <i>Intramuros Manila</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For the purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Mr. John Mark Dalisa, CTOO II – Systems Administration Division (SAD)</i></p> <p>Incidental Services –</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: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided

	<p>that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>

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

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Procurement of Managed and Maintenance Services for Selected Auxiliary Systems for the Bureau of the Treasury Data Centers / ITB-06-2024-G (EPA			One (1) year upon receipt of Notice to Proceed.

I hereby certify to comply and deliver all of the above requirements in accordance with the above stated schedule.

Name of Company

Signature over Printed Name
Of the authorized representative

Date

Section VII. Technical Specifications



Funding the Republic

REPUBLIKA NG PILIPINAS
KAGAWARAN NG PANANALAPI
KAWANIHAN NG INGATANG-YAMAN
(BUREAU OF THE TREASURY)
Intramuros, Manila 1002

TECHNICAL SPECIFICATIONS

1. PROJECT TITLE:

Procurement of Managed and Maintenance Services for selected Auxiliary Systems to the Bureau of the Treasury Data Centers

2. OBJECTIVE:

The Bureau of the Treasury (BTr) intends to procure managed and maintenance services for its Data Centers. These services will provide the necessary expertise to guarantee that the Bureau's data centers, which house critical ICT infrastructure and application systems critical to the Bureau's core activities, always operate at optimal condition.

3. AGENCY BUDGET FOR CONTRACT: **Twenty Million Pesos (PHP 20,000,000.00)** *Inclusive of all applicable taxes.*

4. CONTRACT DURATION:

The winning CONTRACTOR shall provide Maintenance Service to the Bureau of the Treasury for 1 year

5. PROJECT REQUIREMENTS

REQUIREMENTS FOR MANAGED SERVICES AND PREVENTIVE MAINTENANCE	BIDDER'S ACTUAL OFFER
<p>2. AYUNTAMIENTO DATA CENTER</p> <p>Summary of Scope Timeline:</p> <ul style="list-style-type: none">Managed Services<ul style="list-style-type: none">Duration: 1 yearPreventive Maintenance to the ff. System(s):<ul style="list-style-type: none">Monitoring of Precision Air Conditioning UnitsVariable Refrigerant Flow SystemSecurity Surveillance SystemWater Leak Detection SystemComprehensive Maintenance to the ff. System(s):<ul style="list-style-type: none">Uninterruptible Power SupplyFire Suppression SystemElectrical System <p>1.2. Managed Services Scope:</p> <ul style="list-style-type: none">Five (5) onsite personnelBasic TroubleshootingDaily Monitoring and ReportingSystems Covered in the report:	

- o 3 units x 12T Precision Air Conditioning System (PACUs)
- o 3 units x Uninterruptible Power Supply (UPS)
- o 6 units x Variable Refrigerant Flow (VRF)
- o Fire Suppression System
- o Security Surveillance System
- o Water Leak Detection System
- o Electrical System
- All Daily reports should be compiled as Monthly Report
- Provide recommendation on the status of the equipment and its consumables
- Reports should be submitted in pdf and Hard copy format

2.1. Perform Preventive Maintenance Service on the following systems: (1) Precision Air Conditioning System, (2) Variable Refrigerant Flow, (3) Security Video Surveillance System, and (4) Water Leak Detection System

- **Precision Air Conditioning System**

The Data Center is primarily cooled with three (3) Units Indoor 12TR PACU and six (6) Outdoor condensing units which is alternately operated. All these PACUs that help control the environment of the area require regular monitoring and maintenance to keep its efficient operation.

Maintenance services for the PACS shall include the following as needed:

- o 3 units x 12T Precision Air Conditioning Unit
- o Brand: Vertiv
- o Visual inspection of all internal sub-assemblies and major components.
- o Recording of indicator readings on temperature and humidity.
- o Cleaning of any foreign material and dust from internal components.
- o Check thermostat settings to ensure the cooling system of the area is kept comfortable. Check status alarm circuits.
- o Inspect evaporator (indoor blower) and condenser (outdoor unit) air conditioning coils.

- **Variable Refrigerant Flow (VRF)**

Maintenance of One (1) Outdoor condensing units with six (6) indoor AC units

- o Check thermostat settings to ensure that cooling system of the area is kept comfortable.
- o Tighten all electrical connection and measure voltage and current on motors.
- o Check and inspect the condensate drain in the air conditioner. A clogged drain can cause water damage and affect indoor humidity levels.
- o Check controls of the system to ensure proper and safe operation. Check the starting cycle of the equipment to assure the system starts, operates and shuts off properly.
- o Inspect evaporator (indoor blower) and condenser (outdoor unit) air conditioning coils.

- Check central air conditioners refrigerant level and adjust if necessary.
- Clean and adjust blower components to provide proper system airflow for greater comfort levels.
- Inspect, clean, or change air filters in air conditioning units as applicable.
- Perform monthly cleaning of indoor and outdoor units using pressurized washer motor.
- Checking of drain pipe to prevent clogged drain of units.

- **Security Video Surveillance System**

Coverage: All Cameras Installed in the Network Video Recorder (NVR).

Maintenance of the *Security Video Surveillance system* to ensure the effectiveness of security camera system shall include the following as needed:

- Check cameras in accordance with the specification and any amendment. Check indicator lamps condition. Check the picture quality of each camera and correct monitor selection.
- Clean camera housings and lenses.
- Check all cables and conduit are properly supported, undamaged and showing no signs of wear.
- Check camera functions and movement and fields of view are free from obstruction.
- Check overall performance of the system.
- Check all power connections to ensure AC plugs are not loose or cable power frayed.
- Check all control equipment running condition.
- Clean monitor screen, control panel and keyboard with diluted cleaning solution.
- Check monitor for proper brightness and contrast.
- Check Hard Disk Drive (HDD) Health and Network Video Recorder (NVR) Recording. Monitor its compression capability and storage capacity level.
- Conduct regular backup of all camera connected to NVR.

- **Water Leak Detection System**

Water leak detection system installed under the raised flooring that contains sensing cables which were laid out in the Data Center perimeter connected to the control panel with alarm system will be maintained and shall include the following as needed:

- Routine checking and cleaning of all water leak detection components.
- Inspection of all sensing cable laid out in the Data Center perimeter.
- Testing of the control panel and alarm system.
- All the necessary spare parts or consumable items to maintain the Water Leak Detection System will be allotted from inventory for immediate replacement of defective components.

2.2. Perform Comprehensive Maintenance Service on the following system: (1) Uninterruptible Power Supply, (2) Fire Suppression System, and (3) Electrical System

- **Uninterruptible Power Supply**

Maintenance services shall cover the three (3) operational units of 40KVA-capacity UPS installed at the Auxiliary Area of the Data Center. In the event of Maintenance procedure, the Data Center shall not experience any power interruption that will cause unexpected shut off of any equipment of the Data Center. Maintenance services for the UPS shall include the following as needed:

- Brand: Eaton
- Monthly periodic maintenance services for the UPS unit and battery system to be performed on a mutually agreed schedule.
- All the necessary spare parts or consumable items to maintain the UPS will be allotted from stock Inventory or immediate replacement of defective components.
- Conduct on-site inspection of the equipment and check the integrity of any electrified hinges or similar power-transfer devices.
- Replace batteries and fine-tune each opening.
- Check current UPS installation condition. Installation should be in accordance with the manufacturer's guideline and wiring regulations.
- Provide necessary recommendation to expand the life of the equipment. User and operations training refresher for client's technical personnel.
- Perform appropriate preventive measures to keep the UPS in good and running condition as follows:
 - Ensure adequate clearance around the UPS for ventilation and maintenance access. Check the surrounding of the UPS.
 - Do not allow smoke or naked lights in the vicinity of the UPS or its battery. Keep the room in which the UPS is situated dry, clean and dust free.
 - Do not store or use corrosive materials in the vicinity of the UPS. Do not allow building or electrical work to be carried out near the UPS unless the machine has first been de-energized and covered. Thoroughly clean the room before re-energizing the machine.
 - To ensure optimum performance and life out of the UPS the ambient temperature in the battery cabinet / compartment should be maintained between 20 to 25 degrees centigrade.
 - Ensure the ventilation air conditioning is sufficient to cope with the heat dissipated and is capable of maintaining the Data Center within recommended ambient temperature and humidity recommendations.
- Record UPS display parameters. Measure actual UPS parameters. Measure and record input and output filter current.

- Check for present alarm/s and note findings. Download alarm history and event alarms. Check and record environmental condition.
- Perform ocular inspection and check capacitors for signs of leakage; coils, wire/cables, PCB components for signs of burns; blowers for correct operation.
- Perform thermal scanning of all UPS electrical connections and power components using infrared scanner and note findings.
- If a discrepancy from original calibration was identified, transfer the UPS to bypass mode if permitted by the Authorized person of Systems Administration Division and perform control supply only calibration procedure, otherwise, gathering of parameters are to be done thru its display and accessible parts are to be checked.
- If the unit needed corrective measures, through cleaning of internal components, and other activities that could endanger the safety of the personnel, perform orderly shutdown of the unit and do as necessary.
- Clean battery tops and terminals for corrosion if present. Perform battery test procedure and record parameters. Clean UPS and battery cabinet panels.
- Normalize UPS and double-check all display parameters. Reset alarm history and event alarms buffer.
- Shutdown the UPS following the recommended operating procedures:
 - Isolate the UPS input Mains supply externally and isolate the battery. Ensure that the UPS is totally powered down. UPS power components and sub-assemblies.
 - Open the internal hinged safety panel to gain access to the interior of the UPS. Check electrolytic capacitors for signs of leakage, bucking, so forth; check magnetic components for signs of overheating, security of fixture and de-lamination; check cables and connections for chaffing, fraying, and signs of overheating; check printed circuit boards for cleanliness and integrity; replace bonds that show signs of deterioration; verify that all board connections are tight and secure; thoroughly clean inside the equipment enclosure using a vacuum cleaner and low-pressure air to remove foreign debris; reconnect the UPS input mains power; start the UPS and transfer the load to the inverter.
 - Complete a battery check as needed. Ensure that the available battery autonomy time meets the installation specifications.

- **Fire Suppression System**

To prevent the vast amount of investment of BTr from fire hazards and the occurrence of fire, an automatic and intelligent fire suppression system was installed.

In this regard, inspection and check-up of FM-200 field devices such as smoke detectors, manual pull station, abort station, alarm bell, horn and other mechanical parts and components

are the vital activities to assure functionality and efficiency of the fire suppression system.

Maintenance services for the fire suppression system shall include the following as needed:

- Inspection of Devices
 - Hazard Enclosure
 - Check original installation for any changes and equipment have not been replaced, modified, or relocated; verify if the hazard volume is still the same and no walls or partition has been added; verify protected rooms are effectively sealed any significant air leaks that could result to agent leakage and a failure of the enclosure to hold the specified agent concentration level for the specified holding period.
 - Agent Cylinder
 - Verify containers and brackets are securely fastened; check mounting position of horizontally mounted containers; verify the status of agent in each cylinder; check all containers pressure gauges; check solenoid valve/gas cartridge actuator leads and wiring to agent release modules for corrosion and loosen or broken wires.
 - Piping and Nozzles
 - Verify discharge nozzles and pipe size; verify piping joints & discharge nozzles securely fastened; verify piping distribution system internally to detect the possibility of any oil or particulate matter soiling the hazard area or affecting the agent distribution due to a reduction in the effective nozzle orifice area; verify the nozzle reflectors are positioned to obtain maximum benefits; verify if discharge nozzle, pipe, and fittings.
 - Pipe Supports and Braces Inspect pipe supports hangers and braces for loose, corrosion, and physical damage.
 - Fire Detection, Alarm, Releasing Devices and Peripherals
 - Verify all wiring systems are properly installed in compliance with local codes and the system drawings; Verify the control panels; check if all end-of-line resistors are intact for backflow loop; verify alternating current (ac) and direct current (dc) wiring; verify all field circuits; check the control panel power supplied to the control unit from a separate dedicated source that will not be shut down on system operation; verify availability of adequate and reliable primary and 24-hour minimum standby sources of energy are used to

provide for operation of the detection, signaling, control, and actuation requirements of the system; verify all auxiliary functions for proper operation in accordance with system requirements; verify detection devices in proper type and location; verify condition of detectors; verify manual pull stations are properly installed, readily accessible, accurately identified, and properly protected to prevent damage; verify all manual stations used to release agents require two separate and distinct actions for operation and properly identified; verify the main/reserve switches are properly installed, readily accessible, and clearly identified.

- Testing
 - Disable each agent storage container release mechanism so that activation of the release circuit will not release agent.
 - Verify the control panel is connected to a dedicated circuit and labelled properly. Verify control panel is readily accessible yet restricted from unauthorized personnel.
 - Using smoke tester, check each detector for proper response. Verify all alarm functions occur according to design specification.
 - Operate the necessary circuit to initiate a second alarm circuit if present. Check each detector for proper response. Verify that all second alarm functions occur according to design specifications.
 - Operate manual release. Verify manual release functions occur according to design specifications.
 - Operate abort switch circuit if supplied.
 - Verify abort functions according to design specifications.
 - Test all supervised circuits for proper trouble response.
 - Operate one of each type of input device while on standby power. Verify that an alarm signal is received at remote panel after device is operated. Reconnect primary power supply.
 - Operate each type of alarm condition on each signal circuit and verify receipt of trouble condition at the remote station.
 - The system shall be returned to its fully operational design condition.
- Replacement of defective FM-200 components.
- One-time refill of FM-200 agent if used during the maintenance period.
- Provision of hand-held, stand-alone fire suppression cylinder as service unit during the refill process and until the actual FM-200 cylinder has been re-installed.
- Re-testing of the entire fire suppression system upon installation of any replaced device or component.

- **Electrical System**

Electrical system maintenance works shall cover the Data Center and IDF locations at Basement, Ground Floor, Second Floor, and Third Floor.

Maintenance services for the electrical system shall include the following as needed:

- Checking of circuit breakers and switches.
- Perform load balancing as needed to prevent power overload and other power issues; Study the system load during the actual operation, Determine the unbalance phase load; Transfer/reconfigure load to balance the phase load, Monitor the balanced current load; Project the additional load per phase and re-balance load as the change arise.
- Provide and readjust electrical load requirement as necessary for the equipment installed in every rack cabinet within the existing overall load capacity of the UPS. Replace damaged PDU and provide electrical cabling if necessary.
- Calibration of protective relays. Perform megger testing. Identification of potential electrical problems.
- Survey and identify of high temperature incursions.
- Switchgear cleaning and inspection.
- Cleaning and tightening of all electrical connections and equipment enclosures.

3. DISASTER RECOVERY SITE DATA CENTER

2.1. Summary of Scope Timeline:

- Managed Services
 - Duration: 1 year
- Preventive Maintenance to the ff. System(s):
 - Variable Refrigerant Flow System
 - Security Surveillance System
 - Water Leak Detection System
 - Generator Sets
- Comprehensive Maintenance to the ff. System(s):
 - Precision Air Conditioning System
 - Uninterruptible Power Supply
 - Fire Suppression System
 - Electrical System

2.2. Managed Services Scope:

- Five (5) onsite personnel
- Basic Troubleshooting
- Daily Monitoring and Reporting
- Systems Covered in the report:
 - 4 units x 10T Precision Air Conditioning System (PACUs)
 - 2 units x Uninterruptible Power Supply (UPS)
 - 5 units x Variable Refrigerant Flow (VRF)
 - Fire Suppression System
 - Security Surveillance System

- o Water Leak Detection System
- o Generator Sets
- o Electrical System
- All Daily reports should be compiled as Monthly Report
- Provide recommendation on the status of the equipment and its consumables
- Reports should be submitted in pdf and Hard copy format

3.1. **Perform Preventive Maintenance Service on the following systems: (1) Variable Refrigerant Flow, (2) Security Video Surveillance System, (3) Water Leak Detection System, and (4) Generator Sets**

- **Variable Refrigerant Flow (VRF)**

Maintenance of One (1) Outdoor condensing units with five (5) indoor AC units

- o Check thermostat settings to ensure that cooling system of the area is kept comfortable.
- o Tighten all electrical connection and measure voltage and current on motors.
- o Check and inspect the condensate drain in the air conditioner. A clogged drain can cause water damage and affect indoor humidity levels.
- o Check controls of the system to ensure proper and safe operation. Check the starting cycle of the equipment to assure the system starts, operates and shuts off properly.
- o Inspect evaporator (indoor blower) and condenser (outdoor unit) air conditioning coils.
- o Check central air conditioners refrigerant level and adjust if necessary.
- o Clean and adjust blower components to provide proper system airflow for greater comfort levels.
- o Inspect, clean, or change air filters in air conditioning units as applicable.
- o Perform monthly cleaning of indoor and outdoor units using pressurized washer motor.
- o Checking of drain pipe to prevent clogged drain of units.

- **Security Video Surveillance System**

Coverage: All Cameras Installed in the Network Video Recorder (NVR).

Maintenance of the *Security Video Surveillance system* to ensure the effectiveness of security camera system shall include the following as needed:

- o Check cameras in accordance with the specification and any amendment. Check indicator lamps condition. Check the picture quality of each camera and correct monitor selection.
- o Clean camera housings and lenses.
- o Check all cables and conduit are properly supported, undamaged and showing no signs of wear.
- o Check camera functions and movement and fields of view are free from obstruction.
- o Check overall performance of the system.

- Check all power connections to ensure AC plugs are not loose or cable power frayed.
- Check all control equipment running condition.
- Clean monitor screen, control panel and keyboard with diluted cleaning solution.
- Check monitor for proper brightness and contrast.
- Check Hard Disk Drive (HDD) Health and Network Video Recorder (NVR) Recording. Monitor its compression capability and storage capacity level.
- Conduct regular backup of all camera connected to NVR.

- **Water Leak Detection System**

Water leak detection system installed under the raised flooring that contains sensing cables which were laid out in the Data Center perimeter connected to the control panel with alarm system will be maintained and shall include the following as needed:

- Routine checking and cleaning of all water leak detection components.
- Inspection of all sensing cable laid out in the Data Center perimeter.
- Testing of the control panel and alarm system.
- All the necessary spare parts or consumable items to maintain the Water Leak Detection System will be allotted from inventory for immediate replacement of defective components.

- **Generator Set**

Two (2) sets of silent type 165 KVA Generator Set - Cummins:

- Lubricating System
 - Check for leaks.
 - Check engine oil level.
 - Check hydraulic governor oil level.
 - Change full flow filter; by-pass filter
 - Change engine oil of two (2) generator sets twice a year or every six (6) months.
- Cooling System
 - Check for leaks.
 - Check for radiator air restriction.
 - Check the hose & connections.
 - Check coolant level
 - Check belt condition & tension.
 - Check fan hub, drive pulley, & water pump.
 - Change DCA water filter.
 - Clean cooling system.
- Air Intake System
 - Check for leaks.
 - Check air cleaner restriction.
 - Check piping & connections.
 - Clean crankcase breather or change air cleaner element.
- Fuel System

- Check for leaks.
- Check governor linkage.
- Check fuel lines & connections.
- Change fuel filters.
- Clean or change float tank breather.
- Exhaust System
 - Check for leaks.
 - Check for exhaust restriction.
 - Drain condensate trap.
- Engine Related
 - Check for unusual vibration
 - Tighten mounting hardware
 - Clean the engine
- Battery
 - Check battery water level and refill distilled water if necessary.
 - Check Battery DC output voltage and charging rate.
 - Replace four (4) pieces 3SM battery 12 Volts if needed.
- Automatic Transfer Switch (ATS)
 - Check ATS indicator lamps and breaker.
 - Checking of Temperature on busbar and terminal connection using Thermal Scanner.
- The CONTRACTOR'S Engineer must assist the BTr during refueling.

3.2. Perform Comprehensive Maintenance Service on the following system: (1) Precision Air Conditioning System, (2) Uninterruptible Power Supply, (3) Fire Suppression System, and (2) Electrical System

- **Precision Air Conditioning System**

The Data Center is primarily cooled with four (4) Units Indoor 10TR PACU and eight (8) Outdoor condensing units which is alternately operated. All these PACUs that help control the environment of the area require regular monitoring and maintenance to keep its efficient operation.

Maintenance services for the PACS shall include the following as needed:

- 4 units x 10T Precision Air Conditioning Unit
- Brand: Montair
- Visual inspection of all internal sub-assemblies and major components.
- Recording of indicator readings on temperature and humidity.
- Cleaning of any foreign material and dust from internal components.

- Check thermostat settings to ensure the cooling system of the area is kept comfortable. Check status alarm circuits.
- Clean and pressure wash condenser coils. Dirty coils reduce the system's ability to cool and cause the system to run longer, increasing energy costs and reducing the life of the equipment.
- Tighten all electrical connections and measure voltage and current on motors. Check for possible defective or worn out electrical components, replace if necessary. Faulty electrical connections can cause unsafe operation of the system and reduce the life of major components. Check for possible defective or worn out electrical components, replace if necessary.
- Lubricate all moving parts. Parts that lack lubrication cause friction in motors and increase the amount of electricity used.
- Check and inspect the condensate drain in the central air conditioner, furnace and/or heat pump. Check controls of the system to ensure proper and safe operation. Check the starting cycle of the equipment to assure the system starts, operates, and shuts off properly.
- Inspect evaporator (indoor blower) and condenser (outdoor unit) air conditioning coils.
- Check central air conditioners refrigerant level and adjust if necessary. Too much or too little refrigerant will make the system less efficient increasing energy costs and reducing the life of the equipment.
- Clean and adjust blower components to provide proper system airflow for greater comfort levels. Airflow problems can reduce the system's efficiency.
- Inspect and adjust fan belts tension, replace if necessary. Inspect, clean, and change air filters as necessary. A dirty filter can increase energy costs and damage the equipment, leading to early failure.
- All the necessary spare parts or consumable items such as filters, charging of Freon, and the likes to maintain the PACU will be allotted from inventory for immediate replacement of defective components.

- **Uninterruptible Power Supply**

Maintenance services shall cover the two (2) operational units of 80KVA-capacity UPS installed at the Auxiliary Area of the Data Center. In the event of Maintenance procedure, the Data Center shall not experience any power interruption that will cause unexpected shut off any equipment of the Data Center. Maintenance services for the UPS shall include the following as needed:

- Brand: Eaton
- Monthly periodic maintenance services for the UPS unit and battery system to be performed on a mutually agreed schedule.
- All the necessary spare parts or consumable items to maintain the UPS will be allotted from stock

	<p>Inventory or immediate replacement of defective components.</p> <ul style="list-style-type: none"> ● Conduct on-site inspection of the equipment and check the integrity of any electrified hinges or similar power-transfer devices. ● Replace batteries and fine-tune each opening. ● Check current UPS installation condition. Installation should be in accordance with the manufacturer's guideline and wiring regulations. ● Provide necessary recommendation to expand the life of the equipment. User and operations training refresher for client's technical personnel. ● Perform appropriate preventive measures to keep the UPS in good and running condition as follows: <ul style="list-style-type: none"> ○ Ensure adequate clearance around the UPS for ventilation and maintenance access. Check the surrounding of the UPS. ○ Do not allow smoke or naked lights in the vicinity of the UPS or its battery. Keep the room in which the UPS is situated dry, clean and dust free. ○ Do not store or use corrosive materials in the vicinity of the UPS. Do not allow building or electrical work to be carried out near the UPS unless the machine has first been de-energized and covered. Thoroughly clean the room before re-energizing the machine. ○ To ensure optimum performance and life out of the UPS the ambient temperature in the battery cabinet / compartment should be maintained between 20 to 25 degrees centigrade. ○ Ensure the ventilation air conditioning is sufficient to cope with the heat dissipated and is capable of maintaining the Data Center within recommended ambient temperature and humidity recommendations. ● Record UPS display parameters. Measure actual UPS parameters. Measure and record input and output filter current. ● Check for present alarm/s and note findings. Download alarm history and event alarms. Check and record environmental condition. ● Perform ocular inspection and check capacitors for signs of leakage; coils, wire/cables, PCB components for signs of burns; blowers for correct operation. ● Perform thermal scanning of all UPS electrical connections and power components using infrared scanner and note findings. ● If a discrepancy from original calibration was identified, transfer the UPS to bypass mode if permitted by the Authorized person of Systems Administration Division and perform control supply only calibration procedure, otherwise, gathering of parameters are to be done thru its display and accessible parts are to be checked. ● If the unit needed corrective measures, through cleaning of internal components, and other activities that could endanger the safety of the personnel, perform orderly shutdown of the unit and do as necessary. 	
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- Clean battery tops and terminals for corrosion if present. Perform battery test procedure and record parameters. Clean UPS and battery cabinet panels.
- Normalize UPS and double-check all display parameters. Reset alarm history and event alarms buffer.
- Shutdown the UPS following the recommended operating procedures:
 - Isolate the UPS input Mains supply externally and isolate the battery. Ensure that the UPS is totally powered down. UPS power components and sub-assemblies.
 - Open the internal hinged safety panel to gain access to the interior of the UPS. Check electrolytic capacitors for signs of leakage, bucking, so forth; check magnetic components for signs of overheating, security of fixture and de-lamination; check cables and connections for chaffing, fraying, and signs of overheating; check printed circuit boards for cleanliness and integrity; replace bonds that show signs of deterioration; verify that all board connections are tight and secure; thoroughly clean inside the equipment enclosure using a vacuum cleaner and low-pressure air to remove foreign debris; reconnect the UPS input mains power; start the UPS and transfer the load to the inverter.
 - Complete a battery check as needed. Ensure that the available battery autonomy time meets the installation specifications.

- **Fire Suppression System**

To prevent the vast amount of investment of BTr from fire hazards and the occurrence of fire, an automatic and intelligent fire suppression system was installed.

In this regard, inspection and check-up of FM-200 field devices such as smoke detectors, manual pull station, abort station, alarm bell, horn and other mechanical parts and components are the vital activities to assure functionality and efficiency of the fire suppression system.

Maintenance services for the fire suppression system shall include the following as needed:

- Inspection of Devices
 - Hazard Enclosure
 - Check original installation for any changes and equipment have not been replaced, modified, or relocated; verify if the hazard volume is still the same and no walls or partition has been added; verify protected rooms are effectively sealed any significant air leaks that could result to agent leakage and a failure of the enclosure to hold the specified agent concentration level for the specified holding period.
 - Agent Cylinder

<ul style="list-style-type: none"> ○ ○ ○ ○ ○ ○ 	<ul style="list-style-type: none"> Verify containers and brackets are securely fastened; check mounting position of horizontally mounted containers; verify the status of agent in each cylinder; check all containers pressure gauges; check solenoid valve/gas cartridge actuator leads and wiring to agent release modules for corrosion and loosen or broken wires. Piping and Nozzles <ul style="list-style-type: none"> Verify discharge nozzles and pipe size; verify piping joints & discharge nozzles securely fastened; verify piping distribution system internally to detect the possibility of any oil or particulate matter soiling the hazard area or affecting the agent distribution due to a reduction in the effective nozzle orifice area; verify the nozzle reflectors are positioned to obtain maximum benefits; verify if discharge nozzle, pipe, and fittings. Pipe Supports and Braces Inspect pipe supports hangers and braces for loose, corrosion, and physical damage. Fire Detection, Alarm, Releasing Devices and Peripherals <ul style="list-style-type: none"> Verify all wiring systems are properly installed in compliance with local codes and the system drawings; Verify the control panels; check if all end-of-line resistors are intact for backflow loop; verify alternating current (ac) and direct current (dc) wiring; verify all field circuits; check the control panel power supplied to the control unit from a separate dedicated source that will not be shut down on system operation; verify availability of adequate and reliable primary and 24-hour minimum standby sources of energy are used to provide for operation of the detection, signaling, control, and actuation requirements of the system; verify all auxiliary functions for proper operation in accordance with system requirements; verify detection devices in proper type and location; verify condition of detectors; verify manual pull stations are properly installed, readily accessible, accurately identified, and properly protected to prevent damage; verify all manual stations used to release agents require two separate and distinct actions for operation and properly identified; verify the main/reserve switches are properly installed, readily accessible, and clearly identified. Testing 	
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- Disable each agent storage container release mechanism so that activation of the release circuit will not release agent.
- Verify the control panel is connected to a dedicated circuit and labelled properly. Verify control panel is readily accessible yet restricted from unauthorized personnel.
- Using smoke tester, check each detector for proper response. Verify all alarm functions occur according to design specification.
- Operate the necessary circuit to initiate a second alarm circuit if present. Check each detector for proper response. Verify that all second alarm functions occur according to design specifications.
- Operate manual release. Verify manual release functions occur according to design specifications.
- Operate abort switch circuit if supplied.
- Verify abort functions according to design specifications.
- Test all supervised circuits for proper trouble response.
- Operate one of each type of input device while on standby power. Verify that an alarm signal is received at remote panel after device is operated. Reconnect primary power supply.
- Operate each type of alarm condition on each signal circuit and verify receipt of trouble condition at the remote station.
- The system shall be returned to its fully operational design condition.
- Replacement of defective FM-200 components.
- One-time refill of FM-200 agent if used during the maintenance period.
- Provision of hand-held, stand-alone fire suppression cylinder as service unit during the refill process and until the actual FM-200 cylinder has been re-installed.
- Re-testing of the entire fire suppression system upon installation of any replaced device or component.

- **Electrical System**

Electrical system maintenance works shall cover the maintenance of the Data Center (Cold Aisle area, NOC, and Auxiliary), EE room, TelCo room, Gen set and Condenser unit area, and IDF room.

Maintenance services for the electrical system shall include the following as needed:

- Checking of circuit breakers and switches and provide necessary replacement
- Perform load balancing as needed to prevent power overload and other power issues; Study the system load during the actual operation, Determine the unbalance phase load; Transfer/reconfigure load to balance the phase load, Monitor the balanced current load; Project the additional load per phase and re-balance load as the change arise.

- Provide and readjust electrical load requirement as necessary for the equipment installed in every rack cabinet within the existing overall load capacity of the UPS. Replace damaged PDU and provide electrical cabling if necessary.
- Calibration of protective relays. Perform megger testing. Identification of potential electrical problems.
- Survey and identify of high temperature incursions.
- Switchgear cleaning and inspection.
- Cleaning and tightening of all electrical connections and equipment enclosures.

4. SCOPE OF SERVICES / SERVICE LEVEL AGREEMENT

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on the nature of the project, service scope and service availability.

4.1. Nature of the Project

- The project entails that the maintenance will cover the current state or condition of all the equipment covered in this Terms of Reference. The BTr shall not be in any way responsible for any additional cost or expense, which may develop due to the failure of the bidder to make an accurate examination of present or future factors that affect the cost of execution of the project in accordance with the plans and specifications of the BTr.

- 4.2. Provide at least five (5) on-site technical support personnel for a period of Twelve (12) months and perform other task required for continuous Data Center Operation 24 x 7 for continuous Data Center operation with the following qualifications:

The CONTRACTOR must have the following personnel qualifications:

- One (1) Project Supervisor
 - Must be a regular employee with 5 years experience in the industry.
 - Trained in Fire Systems Design, Configuration, Installation
 - Trained in Precision Air-Conditioning System and Uninterruptible Power Supply Systems
 - Must submit certification for all trainings attained for validation
 - Must submit all the Certificates as proof
 - Must also submit Curriculum Vitae (CV)
- At least two (2) personnel must be trained and certified in the existing major Data Center components, submit certification as proof:
 - Precision Air Conditioning Units (PACU)
 - Variable Refrigerant Flow (VRF)
 - Fire Suppression
 - Security Video Surveillance System

- 4.3. Provide 24 x 7 Phone and Email Support and Onsite Technical Support.
- 4.4. Person-to-person (P2P) response time of on-site personnel to user requests shall be made within two (2) hours from receipt of call.
- 4.5. Inspection Frequency, reports, documentation and training:
 - Conduct weekly system monitoring:
 - Data Center Equipment
 - Precision Air-conditioning System (PACS)
 - Auxiliary Equipment
 - Electrical System
 - Uninterruptible Power Supply
 - Variable Refrigerant Flow (VRF)
 - Fire Suppression System
 - Security Access Control System
 - Security Video Surveillance System
 - Water Leak Detection System
 - Generator Sets (for Panay)
 - Submit monthly activity report with photo attachment
 - Submit incident report (if any) with attached photo before and after the action taken.
 - Submit monthly site inspection report and attach photo of inspection.
- 4.6. Designate a head office-based personnel who will be responsible in managing and providing administrative support for the services as follows:
 - One (1) Primary Contact Service Manager – responsible for monitoring and managing operations of the service at BTr
- 4.7. Phone and email support: 24 x 7 Monday – Sunday including regular holidays, special holidays and government announced holidays.
- 4.8. On-call personnel: 24 x 7 Monday – Sunday including regular holidays, special holidays and government announced holidays. On call support is provided in situations that require the presence of Technical Personnel at BTr site as urgently needed to perform critical activities. Response time is within 4 hours from receipt of call.

5. CONFIDENTIALITY OF DATA

- 5.1. The CONTRACTOR and all project staff of the CONTRACTOR assigned to BTr shall be required to sign a **Non-Disclosure Agreement**.
- 5.2. The BTr system, its components, parts and all products, product samples and specifications, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as "Proprietary Information") are confidential and proprietary to the Bureau of the Treasury.

- 5.3. The CONTRACTOR agrees to hold the Proprietary Information in strict confidence. CONTRACTOR furthermore agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written approval of the Bureau of the Treasury
- 5.4. To ensure the confidentiality of all information that will come to the knowledge of the CONTRACTOR and its employees assigned to BTr, the CONTRACTOR and its employees assigned therein, shall uphold strict confidentiality of any information that has concern to the BTr, including but not be limited to IT infrastructure design/configuration, work flow/process, building layout and designs.

6. CONTRACTORS REQUIREMENT & QUALIFICATION

- 6.1. The bidder must be in the business of providing Integration, Maintenance and Support of Data Centers for the last ten (10) years. Provide notarized certification as proof.
- 6.2. Must be an ISO 27001:2013 certified (Information Security Management Systems) providing Integration, Maintenance and Support of Business Solutions Services in Information Technology. Submit a notarized copy of the certificate coming from the certifying body as proof.
- 6.3. Must be an ISO 22301:2019 certified (Security and Resilience) for Business Continuity Management Systems. Submit a notarized copy of the certificate coming from the certifying body as proof.
- 6.4. The CONTRACTOR must have completed a project with a value at least 50% of the approved budget involving Data Center and Facilities Maintenance which includes all of the following components in the past five (5) years:
 - Electrical System
 - Fire Suppression
 - Precision Air-conditioning Units
 - Uninterruptible Power Supply (UPS)
 - Security Surveillance System
- 6.5. Joint Venture Not Allowed

7. MODE OF PAYMENT

- 7.1. Monthly Payment; The following requirements are needed as deliverables prior to the payment:
 - From First Period to Last Period
 - Monthly reports which consist of monthly activity report, incident reports (if any), and monthly inspection.
 - Last Period
 - As-Built Plan and Summary of the Year report.

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company

Signature over Printed Name
Of the authorized representative

Date

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Additional requirements to the Technical Specifications



The bidder must be in the business of providing Integration, Maintenance and Support of Data Centers for the last ten (10) years. Provide notarized certification as proof.

- ☐ Must be an ISO 27001:2013 certified (Information Security Management Systems) providing Integration, Maintenance and Support of Business Solutions Services in Information Technology. Submit a notarized copy of the certificate coming from the certifying body as proof.
 - ☐ Must be an ISO 22301:2019 certified (Security and Resilience) for Business Continuity Management Systems. Submit a notarized copy of the certificate coming from the certifying body as proof
- ☐ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
 - ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

Class "B" Documents

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

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

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

II. FINANCIAL COMPONENT ENVELOPE

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

SAMPLE FORMS

Statement of Ongoing and Awarded But Not Yet Started Contracts

This is to certify that [name of company] has the following ongoing and awarded but not yet started contracts for CY 2018-2023

Name of Contract	Date of the Contract	Kind of Service/ Goods sold	End-User's Name and Address	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier/Contractor C) Distributor

Name and Signature of Authorized Representative

Date

Instructions:

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - (i) The day before the deadline of submission and opening of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

Statement of Single Largest Completed Contract (SLCC)

This is to certify that [name of company] has the SLCC for the period CY 2018-2023:

Date of the Contract	Name of Contract	Kind of Service/ Goods sold	End-User's Name and Address	Amount of Contract	Date of End-User's Acceptance, or Completion, and/or Official Receipt No./Delivery	Date of official Receipt	Bidder is (A)Manufacturer (B)Supplier/Contractor © Distributor

Name and Signature of Authorized Representative

Date

Instructions:

- a) Cut-off date as of :
 - (i) The day before the deadline of submission and opening of bids.
- b) In the column under “dates”, indicate the dates of Delivery/End-user's acceptance and official receipt.
- c) Name of contract refers to the nature/scope of the contract for the procuring entity to determine the relevance of the entry with the procurement at hand. .

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : November 17, 2023
Project Identification No. : **ITB-6-2024-G (EPA)**

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 **Procurement of Managed and Maintenance Services for Selected Auxiliary Systems for the Bureau of the Treasury Data Centers / ITB-06-2024-G (EPA)** in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

Name and address of agent	Amount and Purpose of Commission or gratuity
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(if none, state "None") /

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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]

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. 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 his/her photograph and signature appearing thereon, 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 _____

* This form will not apply for WB funded projects.

Note: During the opening of bids, the scanned copy of the Omnibus Sworn Statement will be accepted provided that the original will be submitted by the LCB/SCB together with the additional requirements for post-qualification within five (5) calendar days (non-extendible). Failure to do so will be a ground for post-disqualification.

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION **Invitation to Bid: ITB-6-2024-G (EPA)**

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

I/We³, 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 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 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;
 - (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.

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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. 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 his/her photograph and signature appearing thereon, 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 _____

Note: During the opening of bids, the scanned copy of the duly notarized Bid Securing Declaration will be accepted provided that the original will be submitted by the LCB/SCB together with the additional requirements for post-qualification within five (5) calendar days (non-extendible). Failure to do so will be a ground for post-disqualification.

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - 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 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [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]

