

# **PHILIPPINE BIDDING DOCUMENTS**



Government of the Republic of the  
Philippines  
**City Government of Pasig**

## **Procurement of Data Center Services – MISO**

**Sixth Edition  
July 2020**

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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 maybe 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***

# **CITY GOVERNMENT OF PASIG**

## **The Bids and Awards Committee**

### **INVITATION TO BID FOR**

#### *Procurement for Data Center Services – MISO*

1. The **CITY GOVERNMENT OF PASIG**, through the Local Expenditure Program 2024 intends to apply the sum *Eight Million Nine Hundred Forty Thousand Pesos Only (Php 8,940,000.00)* being the ABC to payments under the contract for the *Procurement for Data Center Services – MISO* Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **CITY GOVERNMENT OF PASIG** now invites bids for the Early Procurement Activity (EPA) of the above Procurement Project. Contract *delivery is required by 30 days from receipt of Notice to Proceed*. Bidders should have completed, *within five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
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 Bids and Awards Committee through its Secretariat and inspect the Bidding Documents at the address given below during office hours, Monday to Friday, from 8:00 A.M. to 5 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *13 December 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 Ten Thousand Pesos (Php10,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees

presented in person.

6. The **CITY GOVERNMENT OF PASIG** will hold a Pre-Bid Conference on *20 December 2023, 1:30 P.M* at *7<sup>th</sup> Floor Meeting Room, Pasig City Hall, Caruncho Avenue, San Nicolas, Pasig City*, which shall be open to prospective bidders.
7. Bids must be duly received by the Procurement Management Office through manual submission at the office address indicated below, on or before *05 January 2024, 9:30 A.M.* Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *05 January 2024, 10:00 A.M* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Each Bidder shall submit **one (1) sealed Mother envelope** containing:
  - 1. ORIGINAL (SEALED AND LABELED)**
    - 1.1 Company Profile Folder
    - 1.2 Original Technical Component and Original Financial Components (hard copy, in 2 separate sealed envelopes)

**And**

- 1.3 One (1) USB Flash Drive containing
  - 1.3.1 Scanned Documents (Original Technical and Original Financial Components)
  - 1.3.2 Excel File of the Price Schedule

**2. COPY 1 (SEALED AND LABELED)**

- 2.1 One (1) USB Flash Drive sealed and labeled as "Copy 1" containing scanned documents of Technical and Financial Components

Bidders shall bear all costs associated with the preparation and submission of their bids, and *THE CITY GOVERNMENT OF PASIG* will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bidders should note that *THE CITY GOVERNMENT OF PASIG* will only accept bids from those that have paid the applicable fee for the Bidding Documents.

In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the Bids and Awards Committee (BAC) shall use a non-discretionary and non-



discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

- a) In alphabetical order, the bidders shall pick one rolled paper.
  - b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.
11. The **CITY GOVERNMENT OF PASIG** 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:

**Atty. Ponce Miguel D. Lopez**  
*Procurement Management Office  
Caruncho Avenue, Pasig City  
bidsandawards@pasigcity.gov.ph  
(02) 8643-1111 local 1461 or 1462  
Pasigcity.gov.ph*

13. You may visit the following websites:

For downloading of Bidding Documents:  
<https://notices.philgeps.gov.ph>

*13 December 2023*

**SGD**

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**Atty. Josephine C. Lati-Bagoisan**  
*BAC Chairperson*

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

## 1. Scope of Bid

The Procuring Entity, *CITY GOVERNMENT OF PASIG* wishes to receive Bids for *Procurement of Data Center Services – MISO*, with identification number *ITB No. BAC-23-1213B-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).

## 2. Funding Information

1.1. The GOP through the source of funding as indicated below for CY 2024 in the amount of *Eight Million Nine Hundred Forty Thousand Pesos Only(Php 8,940,000.00)*

2.1. The source of funding is:

- a. LGUs, the proposed Local Expenditure Program.

## 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. 5.2.

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a.  For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

b.  For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

c.  For procurement where the Procuring Entity has determined, after the conduct of market research, that

imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

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

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *7<sup>th</sup> Floor*

*Meeting Room, Pasig City Hall, Caruncho Avenue, San Nicolas, Pasig City* as indicated in paragraph 6 of the **IB**.

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

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

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

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

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3.** Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

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

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, 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 the **BDS**.
- 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 the **BDS**.

## **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 tradable 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 Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **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**.

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

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or



other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **18. Domestic Preference**

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

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

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 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

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.

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**

20.2. 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

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



**INSTRUCTION TO BIDDERS**

**PROJECT** : Procurement of Data Center Services – MISO

**Date** : 13 December 2023

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This shall form an integral part of the Bid Documents.

1. Bidders are requested to organize and submit their bids on the following requirements:

1. *Submit First (1<sup>st</sup>) Envelope containing one (1) hard copy of the ORIGINAL Technical Component, including the Eligibility Requirements. 1<sup>st</sup> Envelope shall be sealed and labeled as "ORIGINAL TECHNICAL COMPONENT"*
2. *Submit Second (2<sup>nd</sup>) Envelope containing one (1) hard copy of the ORIGINAL Financial Component. 2<sup>nd</sup> Envelope shall be sealed and labeled as "ORIGINAL FINANCIAL COMPONENT"*
3. *Submit USB Flash Drive containing one (1) soft/scanned copy of the ORIGINAL Technical Component and Financial Component; and Excel File of the Price Schedule in USB Flash Drive*

**Note:** *The 1<sup>st</sup> Envelope, 2<sup>nd</sup> Envelope and the USB flash drive containing the soft/scanned copy of the original technical and financial components and excel file of the price schedule shall be enclosed in a single envelope, sealed and labeled as "ORIGINAL BID"*

4. *Submit USB Flash Drive containing one (1) soft/scanned copy of the Technical Component and Financial Component. USB flash drive shall be enclosed in a separate envelope, sealed and labeled as "COPY 1"*
5. *The "ORIGINAL BID" and "COPY 1" envelopes shall be enclosed in a single MOTHER ENVELOPE sealed and properly labeled*

*\*Sections of the bid shall be separated by dividers, proper tabs;*

**\*NO** *scratch papers.*

*All envelopes (1<sup>st</sup> Envelope, 2<sup>nd</sup> Envelope, Original Bid Envelope, Copy 1 Envelope and Mother Envelope) shall be labeled as follows:*

- *Addressed to the procuring entity's BAC Chairperson*
  - *Name of the project/contract to be bid*
  - *Name, address and contact details of the bidder*
  - *"DO NOT OPEN BEFORE <bid opening date and time>"*
- ✓ *Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The Procuring Entity shall not be responsible for misplaced Bidding Documents and premature opening.*

## **BIDDING DOCUMENTS AVAILABILITY AND FEE**

- *Bidding Documents:*
  - **13 December 2023 to 05 January 2024 until 9:30 A.M.**
  - *8:00 am to 5:00 pm and upon payment of applicable fees for the Bidding Documents at the City Treasurer's Office*
- *Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.*
- *Standard rates for bidding documents*

<b>Approved Budget for the Contract</b>	<b>Maximum Cost of Bidding Documents</b>
500,000 and below	P500.00
More than 500,000 up to 1 million	1,000.00
More than 1 million up to 5 million	5,000.00
More than 5 million up to 10 million	10,000.00
More than 10 million up to 50 million	25,000.00
More than 50 million up to 500 million	50,000.00
More than 500 million	75,000.00

## **INSTRUCTION TO BIDDERS ON PAYMENT OF BIDDING DOCUMENTS**

- *Secure Order of Payment for the bidding documents at the Procurement Management Office, 4<sup>th</sup> Floor Pasig City Hall*
- *Proceed to City Treasurer's Office, 1<sup>st</sup> Floor Pasig City Hall for the payment of bidding documents*
- *Mode of payment: Cash or Manager's/ Cashier's Check payable to City Government of Pasig*
  - **Personal Check shall not be accepted.**
- *Present the Official Receipt to the BAC Secretariat's Office for the release of the complete set of bidding documents.*

### **REMINDERS:**

- *The **deadline for the submission of bid is on **05 January 2024 (Friday)** at 9:30AM at the Procurement Management Office, 4<sup>th</sup> Floor Pasig City Hall, Caruncho Ave., San Nicolas Pasig City. The digital clock at the Procurement Management Office that is set to the Philippine Time (PhST) shall be used as reference in determining the time for the submission of bids, Hence participating bidders are advised to synchronize their timepiece with the said digital clock. **Late bids or those who submitted after 9:30 AM of 05 January 2024 (Friday) shall not be accepted.*****
- *Bidders may submit their bid documents days ahead of the deadline for the submission in order to avoid late submission.*
- ***Bid opening shall be on **05 January 2024 (Friday)** at 10:00 AM at 7<sup>th</sup> Floor Meeting Room, Pasig City Hall, Caruncho Ave., San Nicolas Pasig City. Bids will be opened in the presence of the bidders' representatives who choose to attend.***
- *All licenses, permits and other required clearances should be valid at the time of the submission of bids, Post-Qualification Evaluation and signing of the contract.*

- *The BAC expects the bidders to exercise due diligence in going through the bid documents so that they can prepare their bids intelligently.*
- *The Bids and Awards Committee will still continue to implement social distancing and shall require only one (1) Representative per company.*
- All attendees will be subjected to thermal scan prior to entry of the venue and shall:
  1. wear medical face mask and face shield at all times – **“No Mask No Entry”**
  2. bring black ballpen
  3. bring alcohol

**Please be reminded that all queries after the issuance of Bid Bulletin will not be entertained.**

**SGD**  
**ATTY. JOSEPHINE C. LATI-BAGAOISAN**  
*BAC Chairperson*

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <a href="#">Colocation Leasing Service</a></li> <li>b. completed <a href="#">within five (5)</a> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<p><i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.] NONE</i></p>
12	<p>The price of the Goods shall be quoted DDP <i>Pasig City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <i>to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>to five percent (5%) of ABC</i> if bid security is in Surety Bond.</li> </ul>
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> <p><a href="#">The evaluation and award is one (1) lot.</a></p> <p><i>Note: Please see Items to be Bid</i></p>
20.2	<p>For purposes of post-Qualification, the following documents shall be required:</p> <ul style="list-style-type: none"> <li>• DTI Business Name Registration / SEC Registration / CDA Registration</li> </ul>

	<ul style="list-style-type: none"> <li>• Latest General Information Sheet duly submitted to the SEC, if corporation or partnership</li> <li>• Mayor’s Permit (or a recently expired Mayor’s/Business permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit subject to submission of the Mayor’s Permit before the award of contract)</li> <li>• Valid Tax Clearance issued by the BIR</li> <li>• Latest Audited Financial Statement duly submitted to the BIR</li> <li>• Latest Income Tax Return for the preceding Tax Year, whether calendar or fiscal</li> <li>• Latest Business Tax Returns – Value Added Tax (VAT) or Percentage Tax, filed and paid covering the previous six (6) months before the date of Opening of Bids</li> <li>• Other appropriate licenses and permits required by law and documents stated in the Bidding Documents, Bid Bulletin/s and Terms of Reference, if any</li> <li>• Product brochures of the items to be offered, if any</li> <li>• NTC Tier 1 certification/permit/license/authority</li> <li>• ISO certifications or equivalent, such as ISO 9001 and ISO 27001</li> <li>• MEF 2.0 Certification</li> </ul> <p>Note: Please see Terms of Reference (if any)</p>
21.2	<p>Additional contract documents shall be required as follows:</p> <p><i>Note: to be discussed during Pre-bidding Conference</i></p>



## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

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

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

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

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to

tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

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

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

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

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

# Special Conditions of Contract

GCC Clause	
1	<p><i>Please see Attached Terms of Reference/Terms and Conditions/Additional requirements</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad the delivery terms applicable to the Contract are DDP delivered at <a href="#">OGS Warehouse, Sto Tomas, Pasig City</a>. In accordance with INCOTERMS.]</i></p> <p><i>[For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered to <a href="#">OGS Warehouse, Sto Tomas, Pasig City</a>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.]</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ol>

c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- 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.

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

#### **Spare Parts –**

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

1. 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
2. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex- stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified]*.

*If not used indicate a time period of three times the warranty period].*

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

### **Packaging –**

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

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

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

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

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

### **Transportation –**

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

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

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

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

**Intellectual Property Rights –**

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

2.2	The terms of payment shall be as follows: <u><a href="#">Within 45 days after completion of delivery and was duly Inspected and Accepted by the Procuring Entity as evidenced by a Certificate to that effect.</a></u>
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4	<p>The inspections and tests that will be conducted are: <i>[Please see attached Terms of Reference, Additional Terms or Additional Requirements if any;]</i></p> <p>The inspections and tests that will be conducted include, but not limited to inspection for the completeness of the requirements in accordance with the required quantity of the procurement requirement and compliance to all parameters of the Technical Specifications/Scope of Work/Terms of Reference at the project site.</p>
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## ***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.

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Data Center Relocation	1 Lot	1 Lot	30 calendar days from receipt of Notice to Proceed

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

# Technical Specifications

Item	Specification	Statement of Compliance	
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. <u>Bidders should likewise indicate the "BRAND" to be offered, or the manufacturer's name.</u> Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws andissuances.]</i></p>	
		Statement of Compliance /	Brand Name

		Evidence of Compliance	
1	<p>Data Center Relocation, Monthly Recurring Cost: Php 4,860,000.00 2 Full Racks with 12KVA Power.</p> <p>Monthly Recurring Cost: Php 720,000.00 - 2 Fiber Cross Connect.</p> <p>Monthly Recurring Cost: Php 1,680,000.00 - 1Gbps Domestic Private Line Layer 2 from Relocation to Temporary City Hall.</p> <p>Monthly Recurring Cost: Php 1,020,000.00 - 1Gbps Domestic Private Line Layer 2 from Relocation to Temporary City Hall (Redundancy)</p> <p>Monthly Recurring Cost: Php 660,000.00 - 200 Mbps Metro-E EPL (Intra-City) from Data Center Relocation to Sports Center</p> <p>Service Provider must provide the CSU/DSU. Transport should be pure Layer 2 and no Layer 3 Equipment in between.</p> <p>Server Rack Specifications: - Rack dimensions 600mm/800mm Wx1200mm Dx42/45/47RU.</p> <p>Please see attached Terms of Reference (TOR)</p>		

I hereby commit to comply with all the above technical specifications and provisions in the Terms of Reference and/or Bid Bulletin, if any.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Signature of Bidder /  
Authorized Representative

\_\_\_\_\_  
Official Email Address

# TERMS OF REFERENCE

OCTOBER 2023

## TERMS OF REFERENCE DATA CENTER RELOCATION PROJECT PR-100-23-10-2091

The **City Government of Pasig**, through the efforts of the *Management Information Systems Office (MISO)* intends to procure the relocation of the main data center and continue its daily computing operation needs of the city.

### I. BACKGROUND

As the City Government of Pasig plans for a major renovation of the City Hall, The Management Information System Office has to ensure that the city computing operations will not be hampered due to the loss of its operations. Aside from its colocation situated on a remote site, the data center which is currently located on the 3<sup>rd</sup> Floor, of the MIS Office should continue its operation as the Top Management plans to relocate.

As its importance is highly valued in the daily operations of the City Hall, it is imperative for us to plan the best location for the data center to be relocated as well as make it operational wherever the operations of the City Government will transfer, or whether offices will be clustered in different places or in one site, away from its current location. This kind of move will be beneficial not only to the MIS Office but also to the city government in the long run. Aging cooling systems, equipment security issues, and maintaining its independent operations are some of the few challenges that the MISO has been encountering as we continue housing our data center. The high cost and tedious efforts of maintaining the main data center will be shared with a reliable provider of this kind of service. This kind of service is not new to any business operations – just like business process outsourcing companies that can operate in multiple sites through their data center in a secured and reliable area.

## II. TECHNICAL SPECIFICATIONS AND BILL OF MATERIALS

Item No.	Qty	Unit of Issue	Item Description/Specification	Monthly Recurring Cost	Total Cost (for 12 months)
1	1	Lot	- 2 Full Racks with 6KVA per rack	405,000.00	4,860,000.00
			- 2 Fiber Cross Connect	60,000.00	720,000.00
			- 1 Gbps Transport from Data Center Relocation to Temporary City Hall	140,000.00	1,680,000.00
			- 1 Gbps Transport from Data Center Relocation to Temporary City Hall (Redundancy)	85,000.00	1,020,000.00
			- 200 Mbps transport connection from Data Center Relocation to Pasig City Sport Center	55,000.00	660,000.00
			The service provider must provide the CSU/DSU.		
			Server Rack Specifications:		
			• Rack dimensions 600mm/800mm W x 1200mm D x 42/45/47RU.		
<b>TOTAL COST (Php)</b>					<b>8,940,000.00</b>

## III. TRANSFER OF ICT EQUIPMENT

The ICT equipment that will be transferred and deployed to the data center relocation will be taken care of by the City Government of Pasig to make sure of the safety, security, and reliability of the equipment.

## IV. DATA CENTER AND NETWORK SPECIFICATIONS

### A. DATA CENTER SPECIFICATIONS

1. Relocation must be located within Pasig City
2. At least two hours perimeter fire rating
3. With down blast PACU and cold isle containment
4. Separate overhead data and power wire way
5. Separate fiber routes inside the building

6. At least 500mm raised floor for air plenum
7. Separate wire way for power and data with multiple routes
8. UPS AC Source must have redundant UPS AC source
9. Rectifier DC source must have redundant rectifier DC source
10. Redundant synchronized generator sets
11. Redundant Precision Airconditioning Units with Dual Power
12. With a dedicated indoor substation with redundant, dual automatic transfer switch with tie-breaker, dual bus duct system with redundant generators
13. With high-performance clean agent fire suppression system
14. With high security implementation (e.g. man traps) and fire-rated steel doors with a Proximity Card Reader Security System
15. High-Definition CCTVs on all Aisles, Hallways and Rooms

#### **B. NETWORK SPECIFICATIONS**

1. At least 4.6 Tbps of International IP Port Capacity
2. With multiple Unique Global Internet upstream partners for IPV4
3. IPV6 Ready Network
4. Diverse Internet peer connections in Asia and North America
5. At least 5 Multiple International Internet Gateways
6. Peered to at least 2 International Exchange points (IXPs)
7. Peered to at least 3 Local Exchange points (IXPs)
8. The network shall have full redundancy in the physical level, i.e. core switches and multiple gateway boarder routers for guaranteed QoS (Quality of Service)
9. Redundant and geographically connected with 800G Core Network
10. Diverse and geographically connected via multiple 10G network nodes and PoP's

#### **V. CERTIFICATIONS**

In assuring the City Government of Pasig only deals with a colocation service provider with reputable service provision to its clients, the following certifications at least are required.

1. NTC Tier 1 certification/Permit/License/Authority
2. ISO certifications or equivalent, such as ISO 9001 and ISO 27001
3. Peer with PH OpenIX with 100G peering capacity
4. Member of Metro Ethernet Forum with MEF 2.0 Certification



**VI. SERVICE LEVEL AGREEMENT**

To guarantee the service to be rendered by the provider in times of unplanned difficulties in its operations, the following are needed to be complied:

1. Provide 24 x 7 technical assistance and customer service accessible via telephone and email.
2. The service provider must submit detailed escalation and restoration procedures for network or service outages including the contact details
3. The Provider must operate its own technical support and not source through BPO
4. Can provide symmetrical upload and download bandwidth allocation
5. 24/7 customer access to the data center (with authorization)
6. 24/7 Datacenter Operations Personnel

**VII. CONTRACT DELIVERY PERIOD**

The contract delivery period shall be thirty (30) days upon the notice to proceed (NTP).

**VIII. SOURCE OF FUNDING AND APPROVED BUDGET FOR THE CONTRACT**

The Fund for this engagement shall be sourced from the Other Maintenance and Operating Expenses (MOOE) Fund Account for the fiscal year 2024 of the Management Information Systems Office of Pasig City Government. The ABC amounts to a one-time payment of eight million nine hundred forty thousand (8,940,000.0).

**IX. DURATION OF CONTRACT**

Leasing and services to be provided in this project shall be for twelve (12) months and subject to renewal based on the service provider's performance.

**X. ACCEPTABLE SINGLE LARGEST COMPLETED CONTRACT (SLCC)**

Service providers/suppliers must present an SLCC similar in nature to the project such as the colocation leasing service they have rendered to their clients from 2019-2023.

**XI. MODE OF PROCUREMENT**

The Data Center Relocation Project shall be undertaken through an allowable mode of procurement, as evaluated by the Bids and Awards Committee pursuant to RA No. 9184 and its latest Revised IRR.

**\*\*\*\* End of Terms of Reference \*\*\*\***

Items to be Bid

ITEM NO	QTY	UOM	APPROVED UNIT PRICE (PHP)	APPROVED BUDGET FOR THE CONTRACT (PHP)	DESCRIPTION
1	1	Lot	8,940,000.00	8,940,000.00	Data Center Relocation

*Note: The prices per item in the total bid offer (regardless if the project is considered as one contract or several lots) must not exceed the approved unit price per item.*

***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 Certificate of Platinum Registration and Membership with additional caveat in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184 amended through GPPB Resolution No. 15-2021, provided that all of Class "A" eligibility documents submitted to PhilGEPS are maintained and updated;

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, brand name, if applicable;  
**and**
- (f) 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.
- (g) Bid Bulletin/s, if any;

#### Financial Documents

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**

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

**Class "B" Documents**

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

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

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

# Bidding Forms

APPENDIX "1"

## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

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### BID FORM

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

Project Identification No.: \_\_\_\_\_

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- 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 Amount and Purpose of agent Currency Commission or gratuity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if none, state "None") ]

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

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

We certify/confirm that we comply with the eligibility requirements 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: \_\_\_\_\_



**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: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**

*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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

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]*

**Republic of the Philippines  
BIDS AND AWARDS COMMITTEE  
City Government of Pasig**

Name of Bidder:	
Project Name:	
Approved Budget for the Contract:  <i><b>Note:</b> For Lot Bidding, specify the lot number/s that the bidder will participate in, and its corresponding ABC</i>	
Bidding Date:	

*Note: Checklist to be filled-up by the BAC only*

**I. TECHNICAL COMPONENT ENVELOPE FOR THE PROCUREMENT OF GOODS AND SERVICES**

<b>CLASS "A" DOCUMENTS</b>			
LEGAL DOCUMENTS	PASS	FAIL	REMARKS
a. Valid PhilGEPS Certificate of Platinum Registration and Membership with additional caveat in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184 amended through GPPB Resolution No. 15-2021, provided that all of Class "A" eligibility documents submitted to PhilGEPS are maintained and updated			
<b>TECHNICAL DOCUMENTS</b>			
b. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid			
c. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3. and 23.4.2.4 of the 2016 revised IRR of RANo. 9184, within the relevant period as provided in the Bidding Documents			
d. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <b>OR</b>  Original copy of Notarized Bid Securing Declaration			
e. Conformity with the Technical Specifications, which may include			

production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable			
f. Original duly signed Omnibus Sworn Statement (OSS) <b>and</b> 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, whichever is applicable, giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder			
g. Bid Bulletin/s, if any			
<b>FINANCIAL DOCUMENTS</b>			
h. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <b>OR</b>  A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation			
<b>CLASS "B" DOCUMENTS</b>			
i. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <b>OR</b> 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			
<b>OTHER DOCUMENTARY REQUIREMENTS UNDER RA 9184 (AS APPLICABLE)</b>			
j. [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product			
k. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity			

*NOTE: Any missing document/s on the above-mentioned checklist is a ground for outright disqualification / rejection of the bid.*

<b>TECHNICAL PROPOSAL RATING</b>	<b>REMARKS</b>
<input type="checkbox"/> PASSED	
<input type="checkbox"/> FAILED	

**II. FINANCIAL COMPONENT ENVELOPE FOR THE PROCUREMENT OF GOODS AND SERVICES**

	PASS	FAIL	REMARKS
l. Original of duly signed and accomplished Financial Bid Form			
m. Original of duly signed and accomplished Price Schedule(s)			

*NOTE: Any missing document/s on the above-mentioned checklist is a ground for outright disqualification / rejection of the bid.*

FINANCIAL PROPOSAL RATING	REMARKS
<input type="checkbox"/> PASSED	
<input type="checkbox"/> FAILED	

**ACKNOWLEDGMENT:** (Please see above "note" Do not fill up/sign if documents are marked passed)  
 This is to acknowledge receipt of the first and second envelopes which are being returned because of disqualification due to deficiencies and non-compliance with checklist therein.

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

\_\_\_\_\_  
 Date

CHECKED AND VERIFIED BY:

SIGNATURE:

- ATTY. JOSEPHINE C. LATI-BAGAOISAN**  
Chairperson \_\_\_\_\_
- ATTY. DIEGO LUIS S. SANTIAGO**  
Vice Chairperson \_\_\_\_\_
- DR. EMMA M. SANCHEZ**  
Member \_\_\_\_\_
- DR. JEANNA V. PLES**  
Member \_\_\_\_\_
- ENGR. JOHNNY L. CALATA**  
Member \_\_\_\_\_
- MS. RUTH F. ROMANO**  
Member \_\_\_\_\_
- DR. STUART G. SANTOS**  
Member \_\_\_\_\_
- ATTY. KATHLEEN MAE M. VILLAMIN**  
Alternate Member \_\_\_\_\_
- MR. JOSE REY Q. ESPINA**  
Alternate Member \_\_\_\_\_

Attested by:

\_\_\_\_\_  
 ATTY. PONCE MIGUEL D. LOPEZ  
 Officer in Charge, Procurement Management Office

**NFCC COMPUTATION FOR ELIGIBILITY CHECK**

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

	Year 20_____
1. Total Assets	
2. Current Assets	
3. Total Liabilities	
4. Current Liabilities	
5. Net Worth (1-3)	
6. Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

**NFCC= [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.**

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

NFCC=P\_\_\_\_\_

Submitted by:

\_\_\_\_\_

Name of Supplier/Distributor/Manufacturer:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date:

\_\_\_\_\_



**STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT**

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

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

Name of the Contract	Date of the Contract	Contract Period	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Amount of Contract	Date of Delivery  (Please indicate actual date of delivery)

**NOTE:**

***This statement shall be supported with:***

- 1. Certificate of Completion or End-user's acceptance; or***
- 2. Official receipt(s); or***
- 3. Sales invoice.***

For purposes of post-qualification, bidders are required to attach the entire set of the Contract, Purchase Order or Memorandum of Agreement, Notice of Award and Notice to Proceed to the Statement Identifying the SLCC.

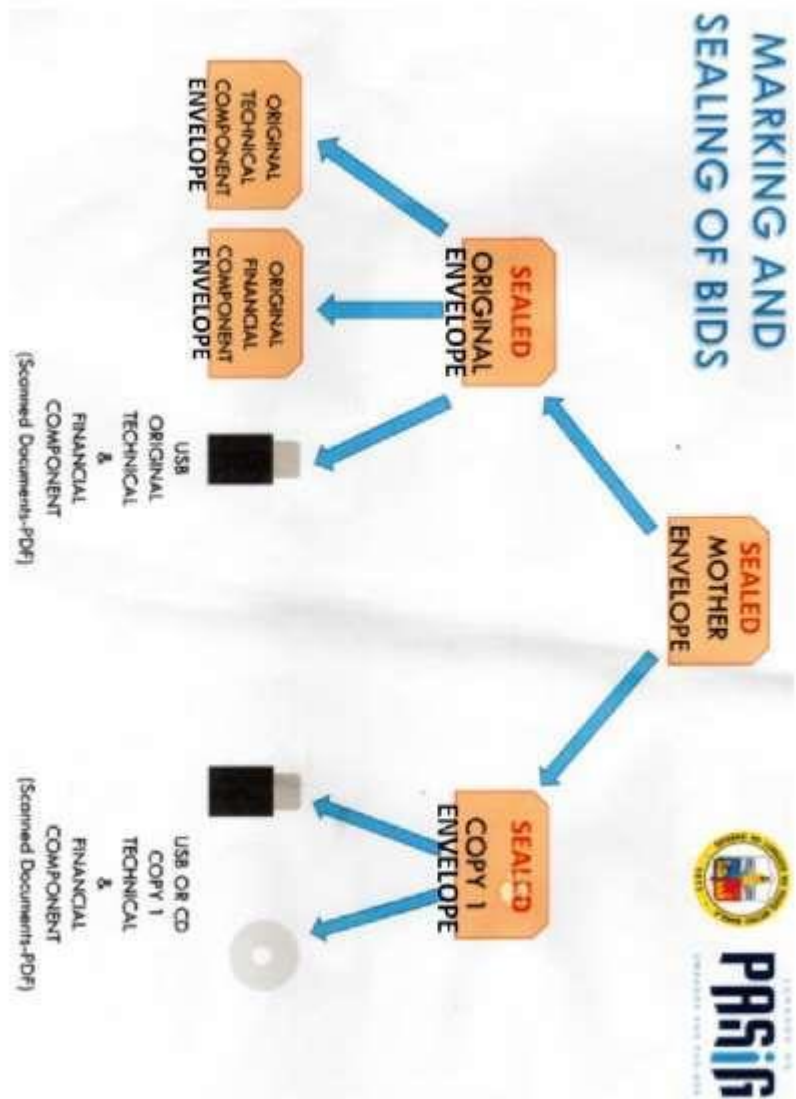
**STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS**

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

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

Name of the Contract	Date of the Contract	Contract Period	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Date of Delivery (Please indicate estimated date of delivery)	Amount of Contract	Value of Outstanding Contracts
<b>Government Contracts:</b>								
<b>Private Contracts:</b>								
<b>Total</b>								

Submitted by: \_\_\_\_\_



**annex "A"**

