

# **PHILIPPINE BIDDING DOCUMENTS**

Supply, Delivery, Installation and Configuration of Network Infrastructure Upgrade of Active Component (Wireless Access Point, Network Attached Storage), Server Network Switches and Integrated Datacenter in a Single Rack Cabinet

Government of the Republic of the Philippines

Bidding No. 20-018 14 October 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 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

#### Supply, Delivery, Installation and Configuration of Network Infrastructure Upgrade of Active Component (Wireless Access Point, Network Attached Storage), Server Network Switches and Integrated Datacenter in a Single Rack Cabinet

- 1. The Department of Trade and Industry, through the General Appropriation Act for CY 2020 and/or continuing appropriations intends to apply the sum of **Eight Million Pesos (PhP8,000,000.00)** being the ABC to payments under the contract for the **Supply, Delivery, Installation and Configuration of Network Infrastructure Upgrade of Active Component (Wireless Access Point, Network Attached Storage), Server Network Switches and Integrated Datacenter in a Single Rack Cabinet (Bidding No. 20-018)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Department of Trade and Industry now invites bids for the above Procurement Project. Delivery of the Goods is required by within sixty (60) calendar days. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non- discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

- 4. Prospective Bidders may obtain further information from Department of Trade and Industry and inspect the Bidding Documents at the address given below during office hours from 8 AM to 5 PM, Monday to Friday.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 16 October 2020 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 in person or via electronic mail.
- 6. The Department of Trade and Industry will hold a Pre-Bid Conference on 23 October 2020, 9:30AM through video conferencing or webcasting via Zoom,

which shall be open to prospective bidders. Zoom Meeting link is contained in Section III (Bid Data Sheet).

- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before **9** AM of **05** November **2020**. 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 November 2020, 9:30AM** at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Zoom Meeting link is contained in Section III (Bid Data Sheet). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The bidders may submit their bids in any of the following form:
  - 10.1. Physical submission of the documents on the address stated below; or
  - 10.2. Electronic submission of bids with the following guidelines:
    - 10.2.1. The Bidder shall submit three (3) set of files of the same documents in PDF format, NOT EDITABLE, with different individual password before the set deadline. The Encryption Key and Password shall be submitted during the opening of the bids of the concerned bidder.
    - 10.2.2. The Bidder shall have the full responsibility on securing the files submitted are not corrupted. The DTI-BAC shall have three (3) attempts to open the submitted files.
      - If the first file was successfully opened, the two (2) remaining files shall be disregarded.
      - If the first file was corrupted, the DTI-BAC shall open the second file. If the second file was successfully opened, the first and third file shall be disregarded.
      - If the first and second file were corrupted, the third file shall be opened.
      - If the third file was corrupted, the bidder shall be automatically disqualified.
- 11. The Department of Trade and Industry 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:

#### Maynard R. Peralta

Chief, Procurement Management Division Human Resource and Administrative Service Department of Trade and Industry G/F, Trade and Industry Building 361 Sen. Gil Puyat Avenue, Makati City Tel. No: +63 (2) 7791-3363/3367, Fax No: +63 (2) 895-3515 Email: <u>MaynardPeralta@dti.gov.ph</u> Website: <u>www.dti.gov.ph</u>

13. You may visit the following websites:

For downloading of Bidding Documents: <u>https://notices.philgeps.gov.ph/</u> <u>https://www.dti.gov.ph/good-governance-program/transparency-</u> <u>seal/bac-resources/</u>

For online bid submission:

BACSecretariat@dti.gov.ph

14 October 2020

MARY JEAN T. PACHECO Assistant Secretary Chairperson DTI-Bids and Awards Committee

### Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, Department of Trade and Industry, wishes to receive Bids for the Supply, Delivery, Installation and Configuration of Network Infrastructure Upgrade of Active Component (Wireless Access Point, Network Attached Storage), Server Network Switches and Integrated Datacenter in a Single Rack Cabinet, with identification number 20-018.

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

- a. The GOP through the source of funding as indicated below for 2020 in the amount of **Eight Million Pesos (PhP 8,000,000.00)**.
- b. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

#### **3. Bidding Requirements**

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

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **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 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.
- 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:

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 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 and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

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

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

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

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

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

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

#### 12. Bid Prices

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

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for **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 BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

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

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

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

#### 20. Post-Qualification

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

### **Bid Data Sheet**

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Supply, Delivery, Installation and Configuration of Datacenter Support Facility.
	b. completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.
	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.
7.1	Subcontracting is not allowed.
8	The Department of Trade and Industry will hold a Pre-Bid Conference on 23 October 2020, 9:30AM through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.
	Zoom Meeting Details: https://zoom.us/j/97169149762?pwd=RTFHYWRBK1UwWW4zTDBTd2pqVGx vdz09
	Meeting ID: 971 6914 9762 Passcode: 839130
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a The amount of not less than <b>One Hundred Sixty Thousand</b> ( <b>PhP160,000.00</b> ), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b The amount of not less than Four Hundred Thousand Pesos (PhP400,000.00) if bid security is in Surety Bond.
15	<ul> <li>a. Physical Submission: Each Bidder shall submit one (1) original and five (5) copies of the first and second components of its bid.</li> <li>b. Electronic Submission: Please refer to Section I (Invitation to Bid Clause 10).</li> </ul>

17	Bid opening shall be on <b>05 November 2020, 9:30AM</b> at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
	Zoom Meeting Details: https://zoom.us/j/92458485360?pwd=R05QcG1zWE1xWXIzamp4V2poZnRaUT0 9
	Meeting ID: 924 5848 5360
	Passcode: 743002
19.3	The lot(s) and reference is/are: One (1) lot is <b>Supply, Delivery, Installation and</b> <b>Configuration of Network Infrastructure Upgrade of Active Component</b> (Wireless Access Point, Network Attached Storage), Server Network Switches and Integrated Datacenter in a Single Rack Cabinet.
20.2	<ul> <li>a. Valid/Recent Certification or any proof stating that the company is a Distributor/Dealer/Reseller or Professional Partner of the proposed Integrated Datacenter equipment brand being offered.</li> <li>b. Valid/Recent Certification or any proof stating that the company is a certified service center/provider partner for the proposed Integrated Datacenter equipment brand being offered.</li> <li>c. Any valid/recent proof that the company has an established installation in the Philippines and must be operational.</li> </ul>

## 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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

#### 4. Inspection and Tests

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

in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### 5. Warranty

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

#### 6. Liability of the Supplier

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

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

### Section V. Special Conditions of Contract

### **Special Conditions of Contract**

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	<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."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is:
	Director Laudemer G. Solidum
	Information Systems Management Service
	Trade & Industry Building
	361 Sen. Gil Puyat Avenue, Makati City
	Tel. No: +63 (2) 791-3226
	Fax No: +63 (2) 751-3138
	Email: <u>LaudemerSolidum@dti.gov.ph</u>
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity's personnel, at the Supplier's plant</li> </ul>
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:
Select appropriate requirements and delete the rest.
a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
b. in the event of termination of production of the spare parts:
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 cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <b>one (1)</b> year.
Spare parts or components shall be supplied as promptly as possible, but in any case, specified in <b>Section VII (Technical Specifications)</b> .
 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 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	Payment shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days upon completion, inspection and acceptance.
4	The inspections and tests will be conducted in different DTI Buildings as stated in Section VII (Technical Specifications).

# 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	Delivered, Weeks/Months	Statement of Compliance
1	Supply, Delivery, Installation and Configuration of Network Infrastructure Upgrade of Active Component (Wireless Access Point, Network Attached Storage), Server Network Switches and Integrated Datacenter in a Single Rack Cabinet	1 lot	60 c.d.	

Conforme:

Name & Signature of the Authorized Representative

Name of Company

Date

# Section VII. Technical Specifications

### **Technical Specifications**

Item	Specification		Statement of Compliance
	1.0 RATIONALE:		
	As the business needs of the Departments so too are the demands on the ICT infra- the Head Office building but more as Philippine Standard (BPS) Product (BPSTL), Fair Trade Enforcement Bur HAI PIN, ITG, and BOI buildings. To demands and modernize the ICT infras bureau offices, the ISMS recommends Wireless Access Point, Network Attact Server, Network Switches and Integra Single Rack Cabinet in monitoring management in a simple packaged se improve energy efficiency, space Productivity; 2) location flexibility an existing infrastructure; and, 3) improv- and control the ICT environment.	astructure not only in so in the Bureau of Testing Laboratory eau (FTEB), TARA, address these growth tructure of the DTI's the procurement of hed Storage (NAS), ated Datacenter in a g the infrastructure plution that will: 1) utilization and IT d compatibility with	[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by
	2.0 OBJECTIVES:		evidence in a
	<ul> <li>The project aims to provide Bureau of (BPS) Product Testing Laboratory (I Enforcement Bureau (FTEB), TARA, BOI buildings to enhance and sec Infrastructure in support with the curre environmental requirements of the I mission critical Information Systems.</li> <li><b>3.0 SCOPE OF WORK AND DELIVER</b></li> <li>3.1 Supply, delivery and installation of t</li> </ul>	3PSTL), Fair Trade HAI PIN, ITG, and ure its existing IT nt technological and DTI's in-house and ABLES:	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
	5.1 Supply, derivery and instantion of t	ne tonowing:	manufacturer,
	Item	Qty	samples, independent test data etc., as
			appropriate. A

Wireless Controller	1 unit with license unlimited	statement that is not supported by evidence or is
Wireless LAN Analyzer	1 unit with license unlimited	subsequently found to be contradicted by the evidence
Wireless Access Point (TARA, HAIPIN, BOI, FTEB and ITG)	45 units	presented will render the Bid
24G PoE+ Network switch (TARA, HAIPIN, BOI, FTEB and ITG)	16 units	under evaluation liable for rejection.
24G Network Switch	6	A statement either in the Bidder's
24G Layer 3 Dynamic Routing, Fully Managed	1	statement of compliance or the
Office Connect 1850 12XGT 4SFP+ Switch (JH295A)	1	supporting evidence that is found to be
Network Attached Storage (NAS)	1	false either during Bid evaluation.
2hp window type aircon	1	post-qualification or the execution of
Server (BPSTL and ITG)	2	the Contract may be regarded as
IDC-SRC (FTEB and BPSTL)	2	fraudulent and render the Bidder
UTP CAT5e cable	5 boxes	or supplier liable
RJ 45	200 pcs.	for prosecution subject to the applicable laws and

One (1) unit READY Network Attached Storage (NAS) 12 <sup>issuances.]</sup> BAY RACKMOUNT Configured as RAID Level 5 with 24TB Usable.

The Network Attached Storage must have the following minimum features/requirements

- Processor: Intel Intel Xeon Quad Core 3.7GHz
   Processor
- Model: Rackmount type
- Lan Ports: 4 x 1GBE
- Must support 12 Bay of SATA/SSD 2.5" or 3.5"
- Network Interface: must support 10/100/1000 MB/s Gigabit Ethernet
- Must support RAID Levels: 0, 1, 5, 6, 10, 50, 60
- Must be automatic volume expansion
- Must be a modern GUI and
  - Must support Cloud/Remote Access from Anywhere
  - Must support Volume Management with
  - Thin provision Shares and LUNs
  - Operating Systems supported:

Microsof	t Windows 7, 8/8.1, 10, Microsoft Windows
Server 2	008 R2/2012, Apple OS X, Linux/Unix,
Solaris, A	pple iOS, Google Android
<ul> <li>USB Port</li> </ul>	s: Must support USB 2.0, 3.0 and later version
	port highest capacity of hard disk available in et for NAS
	upply: must have dual redundant internal
	upply compatible with Philippine standard
AC, 50/6	pply (550W Power Adapter; Input 100-240V 0Hz)
Must sup	port Hot Swappable Drives
• Must be	nclusive of the following ethernet cable, AC
Adapter,	Quick Installation Guide
<ul> <li>Warranty</li> </ul>	up to 5 years NBD replacement
	ver DL20 Gen10 E-2236 4SFF SAS (6Core) Geon E-2236 (3.4GHz/6-core/80W) FIC
Processor :	DL20 Gen10 Intel Xeon E-2236
	(3.4GHz/6-core/80W) FIO
	Processor Kit
Cache Memory	8MB (1x8MB) L3 Cache
Memory :	16GB (1x16GB UDIMMs, 2666
	MHz) 4 DIMM slots, 2 DIMM per channels
Network	embedded 1Gb 2-port 361i
Controll	network Adapter
er :	
	: Embedded S100i SW RAID
Hard Drive :	None ship standard
Internal Storage :	SFF MODEL : 4 SFF HDD Bays
Optical Drive Bay	: 1; (Optional: DVD-ROM, DVD- RW)
Power Supply :	(1) 500W Flex Slot Platinum Hot
	Plug Low Halogen Power Supply
	Kit
Fans :	3 non hot plug, non-redundan
USB 3.0 :	Front: 1xUSB 3.0, 1xUSB iLO
5 USB	Service Port
ports	Rear: 2xUSB 3.0, Internal: 1x
(standard )	USB 3.0
PCI-Express Slot :	2 PCIe 3.0 slots
Management :	iLO Management (standard),
	Intelligent Provisioning (standard)

Form Factor :	Rack (1U), Short Fri	ction Rail Kit
Warranty :	Server Warranty inc Parts, 3-Year La Onsite support with day response	bor, 3-Year next business
Bundled	1x 872477-B21 600GB SAS 12G E SFF (2.5in) SC 3yr Signed Firmware HDD	nterprise 10K Wty Digitally
	1x726536-B21 9.5mm SATA Optical Drive	DVD-ROM
	1x P06677-B21 DL20 Gen10 Enablement Kit	SFF ODD
	1x 869079-B21 Smart Array E208i-a Ctrlr [Support SAS [RAID 0, 1, 5, 10]	
	MS WS19 (16-Core SW	) Std ROK en
Supported Operating System:		
ixteen (16) units ix (6) units Non I	Layer 2 24G PoE+, PoE and,	19
ix (6) units Non	Layer 2 24G PoE+,	19 24G 4SFP+ Switch
ixteen (16) units ix (6) units Non one (1) units Lay Routing /	Layer 2 24G PoE+, PoE and, er 3 Network Switch. 24G PoE+ / 24G	
ixteen (16) units ix (6) units Non one (1) units Lay Routing / Switching	Layer 2 24G PoE+, PoE and, er 3 Network Switch. 24G PoE+ / 24G Switch Layer 2 Only	<b>24G 4SFP+ Switch</b> Layer 3 Dynamic
ixteen (16) units ix (6) units Non one (1) units Lay Routing /	Layer 2 24G PoE+, PoE and, er 3 Network Switch. 24G PoE+ / 24G Switch	24G 4SFP+ Switch
ixteen (16) units ix (6) units Non 1 one (1) units Lay Routing / Switching Management Included Accessories Included Accessories	Layer 2 24G PoE+, PoE and, er 3 Network Switch. 24G PoE+ / 24G Switch Layer 2 Only	<b>24G 4SFP+ Switch</b> Layer 3 Dynamic
ixteen (16) units ix (6) units Non one (1) units Lay Routing / Switching Management Included Accessories Included Accessories Physical Properties	Layer 2 24G PoE+, PoE and, er 3 Network Switch. 24G PoE+ / 24G Switch Layer 2 Only Fully Managed N/A	24G 4SFP+ Switch Layer 3 Dynamic Fully Managed N/A
ixteen (16) units ix (6) units Non one (1) units Lay Routing / Switching Management Included Accessories Included Accessories Physical	Layer 2 24G PoE+, PoE and, er 3 Network Switch. 24G PoE+ / 24G Switch Layer 2 Only Fully Managed	24G 4SFP+ Switch Layer 3 Dynamic Fully Managed N/A 17.42(w) x 7.88(d) x
ixteen (16) units ix (6) units Non one (1) units Lay Routing / Switching Management Included Accessories Included Accessories Physical Properties	Layer 2 24G PoE+, PoE and, er 3 Network Switch. 24G PoE+ / 24G Switch Layer 2 Only Fully Managed N/A 17.44(w) x 13.00(d) x 1.75(h) in (44.3 x 33.02 x 4.45 cm)	<b>24G 4SFP+ Switch</b> Layer 3 Dynamic Fully Managed N/A 17.42(w) x 7.88(d) x 1.73(h) in (44.25 x 20.02 x 4.39 cm)

Bidding No. 20-018 Supply, Delivery, Installation and Configuration of Network Infrastructure Upgrade of Active Component (Wireless Access Point, Network Attached Storage), Server Network Switches and Integrated Datacenter in a Single Rack Cabinet 14 October 2020

TAND	D1		
LAN Ports	24 RJ-45	24 RJ-45	
	autosensing 10/100/1000 PoE+	autosensing	
		10/100/1000 ports	
	ports (IEEE 802.3	(IEEE 902.2 T	
	Type 10BASE-T,	(IEEE 802.3 Type	
	IEEE 802.3u Type		
	100BASE-TX,	802.3u Type	
	IEEE 802.3ab Type		
	1000BASE-T, IEEE	21	
	802.3at PoE+);		
	Media Type: Auto- MDIX; Duplex:	Duplex: 10BASE- T/100BASE-TX:	
	10BASE-	half or full;	
	T/100BASE-TX:	1000BASE-T:full	
	half or full;		
	1000BASE-T: full	omy	
	only		
Dual	N/A	N/A	
Personality	11/11	1.0.1 1	
Ports			
SFP Ports	4 fixed Gigabit	N/A	
	Ethernet SFP ports		
SFP+ Ports	N/A	4 SFP+ 1/10GbE	
		ports; PHY-less	
SFP28 Ports	N/A	N/A	
SFP56 Ports	N/A	N/A	
XFP Ports	N/A	N/A	
X2 Ports	N/A	N/A	
CX4 Ports	N/A	N/A	
10GBASE-T	N/A	N/A	
Ports			
QSFP+ Ports	N/A	N/A	
QSFP28 Ports	N/A	N/A	
Module Slots	N/A	N/A	
Console Port	1 dual-personality	1 dual-personality	
	(RJ-45 or USB	(RJ-45 or USB	
	micro-B) serial	micro-B) serial	
	console port	console port	_
Power Supplies			-
Power supply slots	N/A	N/A	
Power supply	N/A	N/A	
requirements			
Memory and			
Processor			
Memory and	ARM9E @ 800	Dual Core ARM	
Memory and Processor	ARM9E @ 800 MHz, 128 MB flash, 256 MB DDR3	Dual Core ARM Coretex A9 @ 1016 MHz, 1 GB DDR3	

	1	
	DIMM; packet buffer size: 1.5 MB dynamically	SDRAM; Packet buffer size: 12.38 MB, 4.5MB
	allocated	Ingress/7.785 Egress, 4 GB eMMC
Gigabit Module	N/A	N/A
10Gb Module	N/A	N/A
Management Module	N/A	N/A
Fabric Module	N/A	N/A
I/O Module Mounting	N/A	N/A
Mounting	Mounts in an EIA- standard 19-inch telco rack or equipment cabinet (rack-mounting kit available); horizontal surface mounting; wall mounting	Mounts in an EIA- standard 19-inch telco rack or equipment cabinet (rack-mounting kit available); horizontal surface mounting; wall mounting.
Performance		
100         Mb           Latency         1000	< 7.4 μs (LIFO 64- byte packets) < 2.3 μs (LIFO 64-	N/A < 3.8 μs (64-byte
Latency	byte packets)	packets)
10 Gbps Latency	N/A	< 1.6 µs (64-byte packets)
40 Gbps Latency	N/A	N/A
Throughput	up to 41.6 million pps (64-byte packets)	up to 95.2 Mpps
Switching Capacity	56 Gbps	128 Gbps
Switch Fabric Speed	N/A	N/A
Routing Table Size	N/A	2,000 IPv4, 1,000 IPv6 in hardware, 200 OSPF, 256 Static, 10,000 RIP
MAC Address Table Size	16000 entries	32,768 entries

Electrical Characteristics		
Description	N/A	N/A
Voltage	100-127/200-240	100 - 127 / 200 - 240
-	VAC	VAC, rated
Current	3.2/1.6 A	0.6/0.4 A
Frequency	50/60 Hz	50/60 Hz
Maximum Power	247 W	29.3 W (idle power: 19.5 W)
Consumption	Maximum power rating and maximum heat dissipation are the worst-case theoretical maximum numbers provided for planning the infrastructure with fully loaded PoE (if equipped), 100% traffic, all ports plugged in, and all modules populated	
Maximum Heat Dissipation	135 BTU/hr (142.42 kJ/hr), (switch only: 135 BTU/hr; combined switch + max. PoE devices: 843 BTU/hr)	100 BTU/hr (105.5 kJ/hr)
PoE power	195 W	N/A
	PoE power is the total power budget available to all PoE ports.	
Notes	When using SFPs with this product, SFPs with revision "B" or later (product number ends with the letter "B" or later, e.g., J4858B, J4859C) are required.	Idle power is the actual power consumption of the device with no ports connected. Maximum power rating and maximum heat dissipation are the worst-case theoretical maximum numbers

		provided for planning the infrastructure with fully loaded PoE (if equipped), 100% traffic, all ports plugged in, and all modules populated.
Management		
Management	- Intelligent Management	Aruba AirWave Network Management, Aruba Central, IMC - Intelligent Management Center, command- line interface, Web browser, configuration menu, out-of-band management (serial RS-232), SNMP Manager, Telnet, RMON1, FTP

### One (1) unit OfficeConnect 1850 12XGT 4SFP+ Switch (JH295A)

JD092B	HPE X130 10G SFP+LC SR Transceiver (2 pcs)
JD096C	HPE X240 10G SFP+ SFP+ 1.2m DAC Cable (1 pc)
JH295A	ABA INCLUDED: Power Cord - U.S. localization (1pc)
I/O ports and slots	12 RJ-45 1/10GBASE-T ports 4 SFP+ fixed 1000/10000 SFP+
Additional ports and slots	1 dual-personality (RJ-45 or Mini USB) console port to access limited CLI
Physical characteristics Dimensions	17.32(w) x 6.3(d) x 1.73(h) in (44 x 16 x 4.4 cm) (1U height) 8.07 lb (3.66 kg)
Weight Memory and processor	Cortex-A9 @ 1.25 MHz, 512 MB flash; Packet buffer size: 2 MB, 1 GB SDRAM

Mounting and enclosure	Mounts in an EIA standard 19-inch telco rack or equipment cabinet (hardware included)
Performance 100 Mb Latency 1000 Mb Latency 10 Gbps Latency Throughput Routing/Switching capacity Routing table size MAC address table size	< 5 μs < 5 μs < 1.5 μs Up to 238 Mpps (64-byte packets) 320 Gbps 512 entries (IPv4), 256 entries (IPv6)
Environment Operating temperature Operating relative humidity Nonoperating/Storage temperature Nonoperating/Storage	
	50/60 Hz 100–240 VAC
Electrical characteristics Frequency AC voltage Maximum power rating	75 W Notes: Maximum power rating and maximum heat dissipation are the worst-case theoretical maximum numbers provided for planning the infrastructure with fully loaded
	PoE (if equipped), 100% traffic, all ports
Safety	UL 60950; IEC 60950-1; EN 60950-1; GB 4943.1
	FCC part 15 Class A; VCCI Class A; EN 55022 Class A; CISPR 22 Class A; EN 55024; EN 61000-3-2 2000, 61000-3-3; ICES-003 Class A
Management	IMC—Intelligent Management Center; Limited command-line interface; Web browser; SNMP manager; HTTPS; RMON1; FTP; Supported
	by HPE IMC and generic SNMP

Appliance based

• Remotely accessible via C	loud	
-	Multi-Site capable	
management		
	<ul><li>Can generate reports and analytics</li><li>Capable of managing and provisioning Wireless Access</li></ul>	
• Capable of managing and Points, Switches and Rout		
One (1) License Wireless LAN		
Hardware and Software	•	
• Works in 2.4 Ghz and 5		
• Directional antenna incl	6	
• Aids in wireless troubles		
	i saturation and non-Wifi	
transmitters affecting the		
• Aids in determining leas		
• Aids in locating interfer		
e	<ul> <li>Function to record, pause and rewind spectrum analysis</li> </ul>	
	(session recording and saving)	
• Aids in visualising raws		
Forty-Five (45) Units Wireless	Access Point	
Controller based		
• Dual Band, 2.4 Ghz and 5	-	
• 802.11ac Wave 2 MU-M	IMO	
• 4x4 MIMO on 2.4 ghz an	nd 5 Ghz radios	
• 802.3AT compatible		
• With Ceiling and Wall m	ounting kits	
• Dual Gigabit Ethernet		
• Transmit Power: 6-25 db	m	
• Dual-Polarity internal and	tennas	
Minimum of 8 BSSIDs st	upported	
• VLAN capable		
One (1) Window Type Air-conditio Supply and Installation	on - 2HP, Inverter. Includes	
uppiy and instantion		
Features	Product Highlights	
Eco-friendly Refrigerant	Aircon Type : Window	
J _ O	EER Rating : 10	
	Length : 73.1cm, Height : 43cm, Width : 66cm	
	Inverter Technology : Non-Inverter	
8,8_		
	Cooling Capacity (HP) : 2HP	
4-Way Air Flow Cooling		
Anti-Bacteria Filter Indoor Filter		
Easy Access Filter		
Compressor Protection		

Plastic Base Pan		
wo (2) units Integrated l	Data Center in a Single Rack Cabinet	
DESCRIPTION	Terms of Reference	
Center in a single Rack Cabinet (Rack Size: )	Terms of ReferenceIntegrated Data Center in a Single Rack Cabinet36U 600x1000 Black Aluminum Frame Thermal Cabinet with IP Protection, Roof mounted A/C Unit with up to 4kW Cooling Capacity with no outdoor unit, with EMS, Rack mounted Online UPS, with power distribution unit, and with 	
Usable U Space:	Not less than 25U	
Air Flow Mngt Panel (Blanking Panel):	19" 1U plastic ABS blanking panels	
Maximum Depth of Equip:	<900mm depth for Proper Airflow	
Vertical cable mngt Panel:	Type-2 36U Vertical side organizer, 2 pieces	
Area:	.6M x 1M =.6M Sqr	
Color:	Black	
IP Marking:	Manufacturers Standard (IP xx)	
Remote Environmental Monitoring System:	EMS system with front and rear single port temperature and humidity sensor with 1.5m cable and smoke detector -Can be monitored via EMS system and can be remotely managed thru the network	

Access Control:	ELECTRONIC LOCK or UNLOCK, RFID READER - SOFTWARE WITH LICENSE - USB card issuer - EMI 125KHz Key fob
LED Lighting:	19" 1U LED LIGHT
Fire Suppression:	2U In rack Point Detector&Novec1230 Suppression for 1.5 m3 -Battery up to 24H standby time fully functional
UPS Capacity:	3 KVA Online Rack Mount UPS (plug and play) with SNMP -Power Factor (.9) -(2.7KW) -With full DSP control technology
UPS Back up Time:	At least 10 minutes at 2000 watts load -with additional external battery pack
System Frequency:	50/60Hz
Maintenance Bypass:	Included
Overload Capability:	(inverter mode) - 105%~130%:to bypass 1 min; 150%: to bypass after 30sec
	(battery mode) - 105%~130%:Shutdown after 10sec; >150%: Shutdown after 5sec
UPS Display:	LED+LCD
Power Distribution Unit:	2 x 16A, 230V, $10(c13) + 2(c19)$ , switched rack PDU, zero U, 1mt 3*4 TTR Power Cable, on/off switch
System Input :	2 x 20A (2 individual circuit) and 1 x 30A (for commercial), single phase
Cooling capacity:	Up to 4000W, with no variable speed controller on the fan side Cooling system is triggered thru return air temperature variations and settings thru a controller
Refrigerant:	Environmental compliant; Pre-charged system
Emergency Fan:	Manufacturer's standard design
Temp Sensor:	2 x Single Port Temperature & Humidity Sensor with 1.5m cable (front & rear)

	Included
<b>Door Access:</b>	2 – front and back electronic lock
	system
Safety Standard:	VAR – with UL/CE
Audible Noise:	Not more than 75dB
Power Input:	Single phase 220/230V
<b>Monitoring:</b>	Thru EMS
Others:	LCD, KVM Switch - LCD KVM CONSOLE with 17" monitor, with 8ports KVM, PS/2&USB support; attached 8pcs cables
	-with installed based in Philippines
Warranty:	1 year parts and labor warranty, Two (2) years on UPS
Services:	By Bidder
fac 3.2.3 Ex co da	bordinate with building administrator and cilitate approval of work permits. valuate site location, review general site nsideration, determine the adequacy of tacenter environment and recommend tacenter design and equipment specifications
ba 3.2.4 Re ex co	sed on industry best practices. eview and submit datacenter capacity plan for isting and future DTI equipment (i.e., power, oling, physical space, weight load, bandwidth d functional capacities).

3.3.5 Supply and Installation of electrical grounding,
3.4 Provision of carpentry works for the sound proofing of the IDC-SRC which includes but not limited to the following:
<ul><li>3.4.1 Supply of labor and materials such as plywood, concrete, wood etc.</li><li>To enclose thru double walling from floor to ceiling wall</li><li>With a minimum floor area of 2 x 3 meters.</li></ul>
3.5 Provision of mechanical and civil works which includes but not limited to the following:
<ul><li>3.5.1 Supply of labor and materials;</li><li>3.5.2 Chipping works &amp; restoration for all affected areas;</li></ul>
3.5.3 Hauling & lifting of equipment;
3.5.4 Installation of air conditioning ducting;
3.5.5 Installation of Condensate Drain Line to the nearest stubout;
3.5.6 Mobilization / Demobilization of existing racks.
3.6 Migration of existing servers, active components (network switches) and data cables to the new IDC-SRC.
3.7 Testing and commissioning of installed components and equipment.
3.8 Provide two (2) server trays per IDC-SRC;
After Sales Services: 3.9.Provide the following technical support and maintenance services for one (1) year which includes:
3.9.1. 24/7 Helpdesk Technical Assistance and Support Service (Telephone/Email/IM);
3.9.2. Unlimited number of corrective/emergency on-site technical assistance on 24/7 basis, Monday to Sunday and during holidays;

3.9.3. Provide on-site technical support with response time of one (1) hour upon confirmation of call in case of critical problems such as systems breakdown, unavailability or downtime that has major impact to data center operations;
3.9.4. Provide on-site technical support with response time of one (1) hour for sites within Metro Manila and two (2) calendar days for regional sites upon receipt of call; For problems reported after 5:00 P.M., services shall be rendered in the morning of the following working day for sites within Metro Manila and two (2) calendar days for regional sites.
3.9.5. In the event that the equipment is irreparable onsite, the contractor shall provide a service unit to DTI with the same or higher specification, within 7 calendar days;
3.9.6. Submission of a Comprehensive Service Report, Equipment Status and Recommendation upon completion of each activity;
<b>3.10.</b> Perform <b>semi-annual maintenance</b> activity to guarantee optimal performance and conduct system health check, configuration and fine tuning of following datacenter support system facility which includes but limited to the following:
3.10.1. Periodic on-site preventive maintenance done anytime between 8:00 AM to 5:00 PM, preferably Saturday or during public holidays to minimized operational downtime;
3.10.2. Provide corrective maintenance which includes the diagnostic, troubleshooting of malfunctioning equipment, emergency repair and the supply of minor replacement (to be identified by bidder) of defective

	parts/materials with equivalent or greater quality at no additional cost/charge to DTI.
3	<b>3.11.</b> Provide technical training for ten (10) DTI ICT personnel on datacenter support system installation, configuration, administration, maintenance, management and operation;
3	<b>3.12.</b> Provide one (1) year product warranty which includes replacement of any newly delivered unit found defective and with failures noted or occurring on the system(s)/components that maybe traceable to poor workmanship, use of poor quality materials, and non-compliance with the specifications.
Ar	eas of Delivery:
1.	BPS-PTL (CMDC Compound, Carlos Trinidad Ave.,
	Salawag, City of Dasmariñas, Cavite)
2.	TARA (Tara Building, 389 Sen. Gil J. Puyat Ave., Makati
	City)
	FTEB (315 Sen. Gil J. Puyat Ave., Makati City)
4.	HAIPIN (2F HPGV Building, 395 Sen. Gil J. Puyat Ave.,
	Makati City)
5.	ITG (DTI International Bldg., 375 Sen. Gil J. Puyat Ave.,
	Makati City)
6.	BOI (Industry & Investments Building, 385 Sen. Gil J.
	Puyat Ave., Makati City)
Schedule of Delivery and Installation: To be coordinated with ISMS.	

Conforme:

Name & Signature of the Authorized Representative

Name of Company

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.

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

#### <u>or</u>

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

#### Class "B" Documents

(m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

<u>or</u>

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.

#### 25 FINANCIAL COMPONENT ENVELOPE

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

14 October 2020

