



Republic of the Philippines
Supreme Court
Manila

**BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)**

BIDDING DOCUMENTS

**Procurement of Comprehensive Maintenance
Services for the Judiciary Data Center (JDC)
and Disaster Recovery Site (DRS) of the
Supreme Court Including Replacement of its
Key Components**



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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 – BangkoSentral 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

1. The **Supreme Court**, through the General Appropriations Act on the year the expense will be incurred, intends to apply the sum of **Forty One Million Nine Hundred Twenty Three Thousand Nine Hundred Twenty Five Pesos & 05/100 (₱41,923,925.05)**, inclusive of taxes, being the Approved Budget for the Contract (ABC) to payment under the contract for the ***Procurement of Comprehensive Maintenance Services for the Judiciary Data Center (JDC) and Disaster Recovery Site (DRS) of the Supreme Court Including Replacement of its Key Components - ITB No. 2021-30.*** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Supreme Court** now invites bids for the above Procurement Project. Delivery of the Goods is required and must be in accordance with Section VI. Schedule of Requirements of the Bidding Documents. 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 SC-BAC-GS Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 3:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **November 8, 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Two Thousand Pesos (₱22,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.



6. The Supreme Court will hold a Pre-Bid Conference on **November 16, 2021, 1:00 p.m.** within its premises and/or through video conferencing or webcasting via **Microsoft Teams**, which shall be open to prospective bidders. **Interested bidders are advised to send a letter of intent (via e-mail) containing the names and email addresses of interested participants on or before November 16, 2021, 10:00 a.m.** Kindly coordinate with the SC-BAC-GS Secretariat prior to said date for further details and instructions.
7. Bids must be duly received by the SC-BAC-GS Secretariat through manual submission at the office address indicated below on or before **December 1, 2021, 10:00 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 **December 1, 2021, 1:00 p.m.** at the given address below and/or via **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity, via video-conferencing.
10. The **Supreme Court** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Bids and Awards Committee for Goods and Services
(SC-BAC-GS) Secretariat
Office of Assistant Court Administrator Lilian C. Barribal-Co
3rd Floor, Supreme Court Old Building, Taft Ave., Manila.
e-mail: *bacgs.sc@judiciary.gov.ph*; *scbacgs2010@gmail.com*
Telephone No. (02) 8536-9233
12. For downloading of Bidding Documents, you may visit:
<https://sc.judiciary.gov.ph/bids-and-awards/>

November 8, 2021

Sgd.
LILIAN C. BARRIBAL-CO
Assistant Court Administrator
and Chairperson, SC-BAC-GS



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Supreme Court of the Philippines*, wishes to receive Bids for the ***Procurement of Comprehensive Maintenance Services for the Judiciary Data Center (JDC) and Disaster Recovery Site (DRS) of the Supreme Court Including Replacement of its Key Components***, with identification number *ITB No. 2021-30*.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below in the amount of Forty One Million Nine Hundred Twenty Three Thousand Nine Hundred Twenty Five Pesos & 05/100 (₱41,923,925.05), inclusive of taxes.
- 2.2. The source of funding is the amount allotted for Repairs and Maintenance Expenses, under the General Appropriations Act on the year the expenses will be incurred, pursuant to CAF No. 2021/51/PPC dated 13 September 2021.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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



5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. 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 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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from the bid opening*. 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 one (1) project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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



Section III. Bid Data Sheet

ITB Clause											
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Data Center Facilities maintenance and Data Center build/installation</p> <p>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>										
7.1	<p>Subcontracting is not allowed.</p>										
10	<p>Instructions regarding indexing of Eligibility and Technical Components:</p> <p>The bidding shall make use of the two-envelope system; i.e., the first envelope for the Technical Component and the second envelope for the Financial Component of the bid.</p> <p>The first envelope (Technical Component) shall contain the eligibility and technical documents. The bidder shall submit the documents provided in Section VIII (Checklist of Technical and Financial Documents) that must be indexed as follows:</p> <table><tr><td colspan="2">ENVELOPE NO. 1 TECHNICAL COMPONENT</td></tr><tr><td></td><td>CLASS “A” DOCUMENTS</td></tr><tr><td>INDEX TABS</td><td>LEGAL DOCUMENTS</td></tr><tr><td>I-1</td><td><p>Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)</p><p>Or, in lieu of the Platinum PhilGEPS Certificate:</p><table><tr><td>I-1.a</td><td>Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA)</td></tr></table></td></tr></table>	ENVELOPE NO. 1 TECHNICAL COMPONENT			CLASS “A” DOCUMENTS	INDEX TABS	LEGAL DOCUMENTS	I-1	<p>Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)</p> <p>Or, in lieu of the Platinum PhilGEPS Certificate:</p> <table><tr><td>I-1.a</td><td>Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA)</td></tr></table>	I-1.a	Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA)
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			for cooperatives or its equivalent document,
		I-1.b	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
		I-1.c	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
		TECHNICAL DOCUMENTS	
	I-2	<p>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.</p> <p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none">1. Copies of the Contracts*; and2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)** <p><i>*If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)</i></p> <p><i>**For private contracts, NOA or NTP shall not be required</i></p> <p><i>(See sample Form VIII-A in Section VIII)</i></p>	
	I-3	<p>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 five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱20,961,962.53.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt(s) Issued for the Contract/(s)therein.)</p> <p><i>(See sample Form VIII-B in Section VIII)</i></p>	



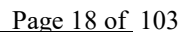
	I-4	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration (<i>use Form VIII-C in Section VIII</i>)
	I-5	Conformity with the Schedule of Requirements (<i>Accomplish/use form in Section VI</i>)
	I-6	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (<i>use Accomplish/use form in Section VII</i>)
	I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
	I-7	<p>Original duly signed Omnibus Sworn Statement (OSS) (<i>use Form VIII-D in Section VIII</i>)</p> <p>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</p> <p>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</p> <p>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</p>
	I-8	Company profile which shall include information on the



		<p>number of years in the business and the list of its officers.</p> <p>Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</p>
	I-9	Authority of the representative/signatory.
		FINANCIAL DOCUMENTS
	I-10	2020 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
	I-11	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);</p> <p>$\text{NFCC} = [(\text{Current Assets minus Current Liabilities}) \times 15] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.}$</p> <p>The values of the bidder's current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</p> <p>(The NFCC shall be based on the 2020 Audited Financial Statement. Bidders shall attach the 2020 Audited Financial Statement to the NFCC Computation.)</p> <p><u>or</u></p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation</p>
		Class "B" Document
	I-12	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p><u>or</u></p> <p>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</p>



		successful.						
11	<p>Instructions regarding indexing of financial documents: The second envelope shall contain documents comprising the financial component of the bid indexed as follows:</p> <table><tr><th>INDEX TABS</th><th>FINANCIAL DOCUMENTS</th></tr><tr><td>II-1</td><td>Original of duly signed and accomplished Financial Bid Form <i>(see Form VIII-E in Section VIII).</i></td></tr><tr><td>II-2</td><td>Original of duly signed and accomplished Bid Price Schedule (s) <i>(original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed)</i></td></tr></table>		INDEX TABS	FINANCIAL DOCUMENTS	II-1	Original of duly signed and accomplished Financial Bid Form <i>(see Form VIII-E in Section VIII).</i>	II-2	Original of duly signed and accomplished Bid Price Schedule (s) <i>(original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed)</i>
INDEX TABS	FINANCIAL DOCUMENTS							
II-1	Original of duly signed and accomplished Financial Bid Form <i>(see Form VIII-E in Section VIII).</i>							
II-2	Original of duly signed and accomplished Bid Price Schedule (s) <i>(original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed)</i>							
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than ₱838,478.50 <i>[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</p> <p>b. The amount of not less than ₱2,096,196.25<i>[five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>							
15	<p>Instructions re: Sealing and Marking of bids:</p> <p>Each bidder shall submit three (3) copies of the technical and financial components of its bid: one (1) certified true copy of the original documents and two (2) photocopies thereof.</p> <p>The bidders shall enclose the technical components (eligibility and technical documents) in one sealed envelope and the financial component in another sealed envelope with the following markings on each of the two envelopes:</p>							



- ☐ Original Bid
☐ Copy No. 1
☐ Copy No. 2



17	<p>Bid opening shall be conducted at 01:00 p.m. on 01 December 2021 within the Supreme Court, Taft Avenue, City of Manila. The following are the rules to be observed:</p> <ol style="list-style-type: none">Pursuant to the Supreme Court Workplace Protocol, prospective bidders submitting their respective bids shall be invited to attend the opening of bids via video conferencing thru Microsoft Teams application.Only one (1) e-mail address is required and shall be submitted by the prospective bidder. Only the declared e-mail address shall be allowed access to the video conference.The access link for the video conference will be sent to the declared e-mail address. <p>The bidders shall be notified and invited by the Secretariat on the day of the opening of the bids via videoconferencing thru the declared e-mail address.</p> <p>The Opening of the Bids shall be conducted via video-conferencing and actual face to face meeting. Named members of the SC-BAC-GS shall be physically present during the opening of the bids to physically assess and evaluate the bids submission of the bidders while the bidders as well as the other members of the SC-BAC-GS shall be in attendance through video-conferencing to ensure transparency of the proceedings.</p>
19.3	<p>One (1) Lot - <i>Procurement of Comprehensive Maintenance Services for the Judiciary Data Center (JDC) and Disaster Recovery Site (DRS) of the Supreme Court Including Replacement of its Key Components</i></p>
20.2	<p>For purposes of post-qualification, the Procuring Entity requires the Bidder with the Lowest Calculated Bid (LCB) to submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice the SC-BAC-GS that it submitted the LCB:</p> <ol style="list-style-type: none">The latest income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS): Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.Valid and subsisting Platinum Certificate of PhilGEPS Registration or PhilGEPS Registration Number if the procuring entity is a Philippine foreign office or post, provided that participating bidders should register with the PhilGEPS prior to bid opening.Other appropriate licenses and permits required by law.



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

4. Inspection and Tests

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



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

5. Warranty

- 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

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered in Manila. In accordance with INCOTERMS.</i></p> <p><i>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</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>personnel from the Property Division, Office of Administrative Services, Supreme Court and/or Office of the Bar Confidant.</i></p> <p>Incidental Services –</p>
	<p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none">a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; ande. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>



	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none">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; andb. in the event of termination of production of the spare parts:<ul style="list-style-type: none">i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; andii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of five (5) years from the start of the contract.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions</p>



	<p>Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2	See the Terms of Payment under Section VII. Technical Specifications of the Bidding Documents
4	The inspections and tests that will be conducted are to be determined by the Management Information Systems Office, Supreme Court.
5	The period for correction of defects shall be governed by the Technical Specifications in Section VII of the Bidding Documents.
6	No additional provisions.



Section VI. Schedule of Requirements

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

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

1. There should be quarterly on-site preventive maintenance services (PMS) for Section D. VARIOUS EQUIPMENT TO BE REPLACED, Section E. COMPREHENSIVE MAINTENANCE SERVICES and Section F. COMPREHENSIVE MAINTENANCE SERVICES FOR THE NEW EQUIPMENT(*see Section VII. Technical Specifications*) in accordance with the equipment manufacturer's procedure. Such services shall include, but not limited to, standard cleaning, adjusting, inspection, calibration, and testing procedures designed to ensure that the equipment stays in optimal working condition as well as to reduce the possibility of equipment failure.
2. Corrective maintenance services shall be rendered and be made available by the supplier twenty-four hours a day, seven days a week (24x7), including holidays. This shall include diagnostic, correction of equipment malfunction or failure, and emergency repair.
3. All parts including consumables i.e. batteries, filters, fluorescent bulbs, etc., found defective during preventive or corrective maintenance shall be replaced by the supplier without any additional cost to the SCP. The replaced parts shall become the property of the supplier and should be pulled-out immediately after the repair. A backup or service unit shall be provided in case the unit is not repaired within 8 hours from the time the service engineer arrived on site.
4. The diesel fuel tanks of the genset in the DRS shall be filled on every 1st quarterly PMS over three (3) years.
5. The batteries of both UPS in the JDC and DRS shall be replaced on the 4th quarter of the 2nd year of the CMS.
6. Technical support and on-call service engineers from the supplier shall be available 24x7 including holidays for assistance. An escalation matrix shall be provided for all equipment.
7. The supplier must provide a high-level quality of service promptly. The following table shall be followed:

	JDC	DRS
Response Time	2 hours	3 hours
Resolution Time (including replacement of defective parts)	8 hours	8 hours



8. Service reports shall be submitted for every equipment immediately after every visit and activities performed.

Item No.	Description	Schedule
1	Submission and Approval of Project Plan	Five (5) working days upon receipt of Notice to Proceed
2	Delivery of New Equipment	Forty-Five (45) working days from Notice to Proceed
3	Installation and Commissioning	Sixty (60) calendar days upon delivery of all equipment
4	Training	Ten (10) days
5	Project Acceptance	One (1) day

I hereby certify to comply and deliver all the above requirements:

Name of Company/Bidder

Signature over Printed Name of Representative

Date



Section VII. Technical Specifications

TECHNICAL REQUIREMENTS

COMPREHENSIVE MAINTENANCE SERVICES FOR THE JUDICIARY DATA CENTER AND DISASTER RECOVERY SITE OF THE SUPREME COURT INCLUDING REPLACEMENT OF THEIR KEY COMPONENTS

A. Introduction

The Supreme Court of the Philippines (SCP) is currently operating two data centers named the (1) Judiciary Data Center (JDC) and (2) Disaster Recovery Site (DRS) located at the SCP compound in Manila and at the Halls of Justice in Angeles City, Pampanga respectively. The JDC acts as the primary data center while the DRS serves as its backup. Both data centers are *ANSI/TIA-942:2017 Rated 2* certified.

The applications hosted by the JDC provide services to internal users of the judiciary as well as the public including internet access, e-mail, legal research, case information, human resource, financial management, payroll, etc. In addition, the JDC serves as the host of the judiciary portal that consists of the SCP, Court of Appeals, Sandiganbayan, Court of Tax Appeals and other judiciary-affiliated web sites.

For these data centers to operate smoothly and continuously, their necessary components such as power, cooling, fire suppression and other auxiliary systems must be replaced and maintained properly.

B. Scope of Work

The scope of work for this project requires the bidder to provide Comprehensive Maintenance Services (CMS) for three (3) years to the JDC and DRS. This includes labor and parts replacement necessary to keep the equipment in optimal operating conditions. In addition, selected components that are due for replacement shall be supplied, delivered and installed. Any parts and materials that are not listed in this document but are necessary for the new equipment to be fully functional and operational shall be provided by the bidder.

The participating bidders shall provide a project plan on how the implementation will be carried out with all risks identified, mitigated and with no disruptions to normal operations. The participating bidders are encouraged to conduct an onsite assessment of the current conditions of the data centers to enable them to submit an accurate proposal.



The following are the items that shall be replaced:

ITEM NO.	ITEM	DESCRIPTION OF ITEMS TO BE REPLACED	Quantity (JDC)	Quantity (DRS)
1	PACU	15 Tonner with dual scroll compressor	1	N/A
2	UPS Battery	40KVA KEOR T Legrand UPS Systems, 380VAC (In/Out) 3 Phase, configured as 80KVA N+1	1 Set	1 Set
3	Monitoring System Software	Data Center Monitoring System Software	1 Set	1 Set
4	CCTV and DVR	CCTV Cameras and DVR with Videowall	14	21
5	ACU	Air Conditioning Units (2HP, Split type) with ATS	2	8
6	Desktop Workstations	HP Desktops	3	3

The following are the items that shall be covered by the CMS for three (3) years:

ITEM NO.	ITEM	DESCRIPTION	Quantity (JDC)	Quantity (DRS)
1	Genset with ATS	Bradford BCM-380S, Cummins Engine, 380kVA, 220Volts, 3 Phase (250KW/350KVA) Model NTA 855-G3	N/A	1
2	PACU	25 Tonner with dual scroll compressor	N/A	2
3	PACU	28 Tonner with dual scroll compressor	1	N/A
4	UPS	40KVA KEOR T Legrand UPS Systems, 380VAC (In/Out) 3 Phase, configured as 80KVA N+1	3	3
5	Fire Suppression	KIDDE FENWAL (HSSD/VESDSA), FM200 KIDDE Fire Systems ARIES NETLink	1 Lot	1 Lot
6	Surge Suppression	TVSS, Legrand, 800AMPS, 3 Phase, 230V, 60Hz	1 Set	1 Set
7	PDU	Austin Hughes PDU, 16A, 1 Phase, V12C13/2C19-16AW/CR_OE/3B01	16	22
8	PDU	Austin Hughes PDU, 32A. 3 Phase, VP24C13/12C19-32A-W/CR_EN/2B-2	10	8
9	Circuit Breaker	Legrand Circuit Breakers	25	71
10	Monitoring System	AirTekBACnet systems	1 Set	1 Set



ITEM NO.	ITEM	DESCRIPTION	Quantity (JDC)	Quantity (DRS)
11	Biometric Access Control	Contactless Biometric-Mifare access control	4	14
12	Lighting	Lighting System 2 x 28W T5 vapor and dust proof luminaire complete with Triconic Electronic Ballast	16	29
13	Power Metering System	CT Meters installed in Panel Boards Monitors the whole facility kW (power consumption) for energy optimization, IP monitoring integrated with EMS/BMS	5	6
14	Transformer	K-Rated 13 Input Transformer 125kVA Primary 380/ Secondary 230V	1	N/A
15	Transformer	K-Rated 13 Input Transformer 150kVA Primary 230/ Secondary 380V	1	N/A
16	Raised Floor	Raised Flooring system 610 x 610 mm panel complete with understructure with the Rubber Insulation underneath for the Data Center.	N/A	1 Set
17	Busbar	250A Busbar with 10 units of 16A and 10 units of 32A	1 Set	1 Set

C. General Requirements

- C.1 To avoid data center operations disruption during the supply, delivery and installation of the new equipment, the comprehensive maintenance services for the equipment to be replaced shall continue until said equipment are decommissioned.
- C.2 The CMS shall include all hardware, software, components, services and systems/sub-systems included under Section E. Comprehensive Maintenance Services of this document.
- C.3 There should be quarterly on-site preventive maintenance services (PMS) for Section D. VARIOUS EQUIPMENT TO BE REPLACED, Section E. COMPREHENSIVE MAINTENANCE SERVICES and Section F. COMPREHENSIVE MAINTENANCE SERVICES FOR THE NEW EQUIPMENT in accordance with the equipment manufacturer's procedure. Such services shall include, but not limited to, standard cleaning, adjusting, inspection, calibration, and testing procedures designed to ensure that the equipment stays in optimal working condition as well as to reduce the possibility of equipment failure.
- C.4 Corrective maintenance services shall be rendered and be made available by the supplier twenty-four hours a day, seven days a week (24x7), including holidays. This shall include diagnostic, correction of equipment malfunction or failure, and emergency repair.
- C.5 All parts including consumables i.e. batteries, filters, fluorescent bulbs, etc., found defective during preventive or corrective maintenance shall be replaced by the supplier without any additional cost to the SCP. The replaced parts shall become the property of the supplier and should be



pulled-out immediately after the repair. A backup or service unit shall be provided in case the unit is not repaired within 8 hours from the time the service engineer arrived on site.

- C.6 The diesel fuel tanks of the genset in the DRS shall be filled on every 1st quarterly PMS over three (3) years.
- C.7 The batteries of both UPS in the JDC and DRS shall be replaced on the 4th quarter of the 2nd year of the CMS.
- C.8 Technical support and on-call service engineers from the supplier shall be available 24x7 including holidays for assistance. An escalation matrix shall be provided for all equipment.
- C.9 The supplier must provide a high-level quality of service promptly. The following table shall be followed:

	JDC	DRS
Response Time	2 hours	3 hours
Resolution Time (including replacement of defective parts)	8 hours	8 hours

- C.10 Service reports shall be submitted for every equipment immediately after every visit and activities performed.
- C.11 The supplier shall maintain an inventory of spare parts for critical systems to avoid any delay in the maintenance of equipment.
- C.12 Only qualified and competent service engineers shall be deployed to conduct maintenance services.
- C.13 The supplier shall provide to its service engineers, their own tools and safety equipment necessary to perform their work.
- C.14 The service engineers deployed are required to be in uniform while they are on duty. The supplier shall provide shoe covers for its service engineers while conducting maintenance services inside the data centers.
- C.15 The supplier shall take all necessary measures to ensure the safety of its service engineers when conducting maintenance services on site. The SCP shall not be held liable to any injury or loss that may be suffered by the supplier's staff.
- C.16 It shall be the responsibility of the supplier to ensure that no unlawful act is done by their staff while on duty.
- C.17 If additional equipment or items, although not specifically indicated herein, are needed to enable the newly delivered and installed system to work efficiently, the bidder/supplier shall provide such equipment or items at no additional cost to the Supreme Court of the Philippines (SCP).
- C.18 The bidder/supplier will be responsible in dismantling all equipment to be replaced.



- C.19 Furnish all labor, materials, tools and equipment and perform all operations necessary to complete the project.
- C.20 The bidder/supplier will submit a project plan and will be approved by the Management Information Systems Office (MISO).

D. Technical Specifications of the New Equipment

Item No.	Item	Minimum Specifications	Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)
D.1	Precision Air Cooling Units (PACU)	<div><div>▪ Supply, delivery and installation of one (1) Precision Air Cooling Unit (PACU) for the JDC in Manila</div><div><ul style="list-style-type: none">• 28 Tonner DX type with humidifier• Must be energy efficient• Upblast, down return• Dual compliant scroll compressor• N+1 for High Availability• Installation of automatic start-up system for both PACUs. Automatic start-up of redundant unit when the "on-duty" unit fails• Capable of scheduled transfer duty for both PACUs• Advanced microprocessor Computer Environmental Monitoring System (CEMS 100) control panel system with alphanumeric LCD display of temperature and humidity status monitors, audible and alarm indicators and programmable temperature set points, and other software features• Must have its own IP-based monitoring system and can also be integrated with the data center monitoring system• All cooling equipment shall be provided with the necessary condensate drain• Replacement of all wirings and fittings is required• Installation of new breakers and electrical panels as needed• Dismantling of the existing 15 Tonner PACU will be the responsibility of the bidder/supplier</div></div>	<div>Statement of compliance supported by product brochure</div> <div>Designs with brief narrative</div>
D.2	UPS Battery	<div><div>▪ Battery Replacement of the both UPS in JDC and DRS on the 4th quarter of the 2nd year of CMS</div></div>	<div>Statement of compliance</div>
D.3	Data Center	<div><div>▪ Supply, delivery and installation of a new</div></div>	<div>Statement of</div>



Item No.	Item	Minimum Specifications	Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)
	Monitoring System (DCMS)	<div><div><div>monitoring system software for the JDC in Manila. This software shall monitor (but not limited to) the following:</div><div><div><ul style="list-style-type: none">UPSPACUACUWater Leak DetectionDoor Access SystemCCTV SystemFire SuppressionPanel BoardsTemperature & HumiditySmoke detection</div><div><ul style="list-style-type: none">The monitoring system can be managed remotelyInstallation of 1 x 4 video 55" video wall with software for larger viewing</div></div></div><div><div><div>Supply, delivery and installation of a new monitoring system software for the new equipment in the DRS in Angeles City, Pampanga. This software shall monitor (but not limited to) the following:</div><div><div><ul style="list-style-type: none">GensetUPSPACUACUWater Leak DetectionDoor Access SystemCCTV SystemFire SuppressionPanel BoardsTemperature & HumiditySmoke detection</div><div><ul style="list-style-type: none">The monitoring system can be managed remotelyInstallation of 2 x 2 video 55" video wall with software for larger viewing</div></div></div></div></div>	<div>compliance supported by product brochure</div> <div>Designs with brief narrative</div>
D.4	CCTV Cameras and DVR with Videowall	<div><div><div>Supply, delivery and installation of fourteen (14) CCTV cameras inside the JDC, Genset area and perimeter.</div><div><div><ul style="list-style-type: none">Storage capability of at least 60 days active video retention prior to archivingIndoor and outdoor color camera with 1/3" and or 1/4" CCD formatCCTV must be TCP/IP based and capable of low-light quality recordingMinimum illumination shall be 1 lux or</div></div></div></div>	<div>Statement of compliance supported by product brochure</div> <div>Designs with brief narrative</div>



Item No.	Item	Minimum Specifications	Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)
		<p>better</p> <ul style="list-style-type: none">• True day/night• HD1080P/720P video output• Vandal proof IR camera• Outdoor CCTVs should be waterproof or water resistant• Can be managed through a video management software• These may be fixed and PTZ type camera depending on the location• CCTV monitoring will be viewed on the 1 x 4 video wall in the DCMS• Appropriate number of Channel DVR <p>▪ Must have its own IP-based monitoring system and can also be integrated with the proposed data center monitoring system</p>	
		<ul style="list-style-type: none">• Supply, delivery and installation of twenty-one (21) CCTV cameras inside the DRS, Genset House and perimeter.• Storage capability of at least 60 days active video retention prior to archiving• Indoor and outdoor color camera with 1/3" and or 1/4" CCD format• CCTV must be TCP/IP based and capable of low-light quality recording• Minimum illumination shall be 1 lux or better• True day/night• HD720P video output• Vandal proof IR camera• Outdoor CCTVs should be waterproof or water resistant• Can be managed through a video management software• These may be fixed and PTZ type camera depending on the location• CCTV monitoring will be viewed on the 2 x 2 video wall in the DCMS• Appropriate number of Channel DVR <p>▪ Must have its own IP-based monitoring system and can also be integrated with the proposed data center monitoring system</p>	
D.5	Air Conditioning Units (ACU)	<p>▪ Supply, delivery and installation of two (2) redundant split-type aircon for the JDC in Manila</p> <ul style="list-style-type: none">• Inverter Type• 2HP• Capable of scheduled transfer duty for	<p>Statement of compliance supported by product brochure</p> <p>Designs with brief narrative</p>



Item No.	Item	Minimum Specifications	Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)
		<div><div>both ACUs</div><div><ul style="list-style-type: none">Replace existing Automatic Transfer Switch from mechanical to electronic systemMust have its own IP-based monitoring system and can also be integrated with the data center monitoring systemReplacement of all wirings and fittings is requiredAll cooling equipment shall be provided with the necessary condensate drain</div></div> <div><div>▪ Supply, delivery and installation of eight (8) redundant split-type aircon for the DRS in Angeles City, Pampanga</div><div><ul style="list-style-type: none">Inverter Type2 HPCapable of scheduled transfer duty for both ACUsReplace existing Automatic Transfer Switch from mechanical to electronic system in the UPS room onlyMust have its own IP-based monitoring system and can also be integrated with the data center monitoring systemReplacement of all wirings and fittings is requiredAll cooling equipment shall be provided with the necessary condensate drain</div></div>	
D.6	Workstations	<div><div>▪ Three (3) sets of branded workstation-class Desktop Computers with at least 24-inch flat monitors and appropriate Microsoft Operating System for the JDC in Manila</div><div><ul style="list-style-type: none">Intel i7 Latest Generation16Gb memory256 Gb NVME SSD for the Operating System1TB Hard disk for additional storageVideo Card with 6Gb DDR 4 memory24" LED MonitorMicrosoft Windows 10 Professional 64bit</div></div> <div><div>▪ Two (2) sets of branded workstation-class Desktop Computers with at least 24-inch flat monitors and appropriate Microsoft Operating System for the DRS in Angeles City, Pampanga</div></div>	Statement of compliance supported by product brochure



Item No.	Item	Minimum Specifications	Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)
		<ul style="list-style-type: none">• Intel i7 Latest Generation• 16Gb memory• 256 Gb NVME SSD for the Operating System• 1TB Hard disk for additional storage• Video Card with 6Gb DDR 4 memory• 24" LED Monitor• Microsoft Windows 10 Professional 64bit	
D.7	Warranty and Support	<ul style="list-style-type: none">▪ All new equipment shall have a minimum of 3 years warranty on all parts and services▪ At least 3 years on-site service warranty (4-hour response time)▪ In case of equipment failure, a service unit equal to or with higher specifications that the existing equipment shall be provided pending the repair or replacement of said unit.▪ Three (3) years comprehensive (24 x 7) support services that include:<ul style="list-style-type: none">• Firmware upgrades• Remote and on-site support when needed• 24 x 7 unlimited email and phone support▪ Warranty of equipment and systems installed shall start upon completion of Testing and Commissioning	Statement of compliance
D.8	Training	<ul style="list-style-type: none">▪ The Supreme Court's data center facility operations and maintenance team will undergo various training to develop and enhance their skill set in managing the Supreme Court's new data center facility.▪ The Supplier delivering this project should provide appropriate training courses to meet this objective. Training description, objectives, modules, number of days and location must be included in the proposal.▪ Equipment familiarization, operation, spotting probable problems, troubleshooting and translation of system logs are considered standard deliverables which the Supreme Court will consider as standard and not a skills-enhancement training.▪ The final training program will be approved by the MISO.	Training program outline
D.9	Documentation	<ul style="list-style-type: none">▪ Upon project completion and prior to acceptance, the following shall be	Statement of



<i>Item No.</i>	<i>Item</i>	<i>Minimum Specifications</i>	<i>Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)</i>
		submitted: a. All necessary As-Built Plans b. Operations and Maintenance Manuals	compliance

E. Comprehensive Maintenance Services for the JDC and DRS Angeles

E.1 Generator Set (Genset) with Automatic Transfer Switch (ATS)

One (1) genset unit, Bradford BCM-380S, Cummins Engine, 380kVA, 220Volts, 3 Phase (250KW/350KVA) Model NTA 855-G3 in the DRS, shall be covered by the CMS.

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Cooling System
 - i. Check the radiator air restriction, hoses, connections, fluid concentration, belts and louver operation
 - ii. Flush the cooling system, as needed
- b. Check for leaks, holes and loose connections of the Air Intake System
- c. Check the fuel level and pump
- d. Battery and Charger
 - i. Check the units
 - ii. Check the fluids and terminals
 - iii. Check the load, acid and specific gravity
 - iv. Check the electrolyte level
 - v. Clean corrosion
 - vi. Check cables and connections
 - vii. Check electrical starter/alternator generator
 - viii. Check charger output, adjust if necessary
- e. Coolant System
 - i. Check amount of coolant/water (radiator)
 - ii. Check antifreeze, radiator and cap
 - iii. Check coolant lines/connection, leaks, hoses, drive belts and tension
 - iv. Inspect heater tubes
 - v. Replace drive belts (every 1000 hours)
 - vi. Check coolant concentration annually
- f. Intake and exhaust system
 - i. Check air cleaner, turbo charger, muffler and traps
 - ii. Check for leaks, restrictions and flush condensation cap
 - iii. Check crankcase breather tube, flex pipe and rain cap if applicable
 - iv. Check electrical system



- g. Controls - check voltage regulator, wiring relays, monitors and bulbs
- h. Generator
 - i. Check generator set parameters
 - ii. Check diodes, end bearings, brushes and folder
 - iii. Check AC wiring, exciter stator, over speed switch
 - iv. Check breakers
 - v. Clean the generator set
 - vi. Clean alternator windings and bearings (every 1000 hours)
 - vii. Ensure that the valve tip clearance is checked and adjusted (every 2500 hours)
 - viii. Ensure that the alternator motor, starter motor, meter and gauges are checked (every 2500 hours)
 - ix. Change the spark plugs annually
 - x. Check electrical system accessories and components
- i. Automatic Transfer Switch
 - i. Check time delays, exercise clocks (adjust or reset if necessary)
 - ii. Check wiring harness
 - iii. Clean cabinet
- j. While engine is running
 - i. Record A.C. output
 - ii. Check and record frequency
 - iii. Check the engine mounts
 - iv. Check atomizer (every 2500 hours)
 - v. Clean the vent of the engine breather system (every 2500 hours)
- k. Lubricating System
 - i. Check the engine oil level and oil pressure
 - ii. Check crankcase pressure and crankcase breather
 - iii. Check oil leaks and inspect lubrication system hoses and connectors
 - iv. Check fan drive bearings and generator bearings
 - v. Check gauges and safety mechanism
 - vi. Replace engine oil and engine oil filter annually
- l. Fuel System
 - i. Check fuel hose, fuel intake and fuel return
 - ii. Check for fuel systems components, leaks and inspect lubrication system, hoses and connectors
 - iii. Check gauges and safety mechanism
 - iv. Check water in fuel
 - v. Check the fuel filter
 - vi. Change fuel filter annually
 - vii. Check water in the fuel pre-filter
 - viii. Calibrate injection pump
 - ix. Replace the fuel filter element every year
 - x. Fill the belly and day tanks with diesel fuel every 1st quarterly PMS
- m. Check the air inlet filter



E.2 Precision Air Conditioning Units (PACU)

The following PACUs shall be covered by the CMS:

- a. One (1) Liebert Emerson DS Model, 28 Tonner with dual scroll compressor (P3100UA1T4HS12S1D000CA000) in the JDC
- b. Two (2) Liebert Emerson DS Model, 25 Tonner with dual scroll compressor (P2090DA1T4HS12S1D000CA000) in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Review protected alarms
- b. Record temperature and humidity
- c. Record suction and discharge pressure of each compressor
- d. Observe the equipment's operation for signs of abnormality
- e. Vacuum clean or replace air filters whichever is applicable
- f. Clean water supply strainer and drain inside the machine
- g. Check and replace busted fuse when necessary
- h. Inspect and adjust fan belt tension when necessary
- i. Check and replace for possible worn out or defective electrical and mechanical components
- j. Calibrate sensors, control boards and other computerized components
- k. Perform any major corrective repairs, when necessary
- l. Monitor and observe unit operation and check if all components are functioning well

E.3 Uninterruptible Power Supply (UPS)

The following UPS units shall be covered by the CMS:

- a. Three (3) 40KVA KEOR T Legrand UPS Systems, 380VAC (In/Out) 3 Phase, configured as 80KVA N+1 in the JDC
- b. Three (3) 40KVA KEOR T Legrand UPS Systems, 380VAC (In/Out) 3 Phase, configured as 80KVA N+1 in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. There shall be no down time during the PMS
- b. Visually check insulation, overheating, damage, etc. and rectify as necessary
- c. Air Flow
 - i. Check fans, door and compartment seals



- ii. Replace filters
 - iii. Clean unit
- d. Check/Record voltage waveforms and currents; input/output, rectifier, AC&DC caps
- e. Check power measurements i.e. output RMS current (phase and neutral), output peak current (Phase and Neutral), while unit is on-line
- f. Check the metering of the following:
 - i. DC Volts and current
 - ii. Input Volts/current
 - iii. output Volts/current, frequency
 - iv. etc.
- g. Verify type, value and condition of fuses
- h. Check synchronization
 - i. Verify utility sync and transfer to bypass
 - ii. Transfer from bypass to UPS
 - iii. Verify voltage and phase lockout
 - iv. Verify static bypass operation
- i. Check and adjust control calibrations as necessary
- j. Inspect circuit breakers and isolators
- k. Check magnetic and thermal settings
- l. Check the following system/module safety parameters (where available):
 - i. Battery current limit
 - ii. Input current limit
 - iii. Overload levels
 - iv. Over temperature circuits
- m. Check for firmware and software updates and report for approval to update
- n. Check for alarms and light indicators
- o. Batteries
 - i. Perform safety evaluation of battery, racks, protective equipment and environment; note and report any discrepancies
 - ii. Record the ambient temperature of the battery room
 - iii. Clean normal cell dirt/dust accumulation
 - iv. Inspect each jar for signs of cracks, excessive bulging and leakage
 - v. Measure and record the full string charging voltage and current
 - vi. Measure and record the AC ripple voltage and current
 - vii. Measure and record the voltage to ground for each string/cabinet
 - viii. Measure and record the float voltage across each cell/jar
 - ix. Measure and record the internal impedance of each cell /jar
 - x. Check for corrosion on battery terminals and connectors and clean as necessary
 - xi. Check tightness of connections
 - xii. Replace defective batteries

E.4 Fire Suppression Systems

The following system shall be covered by the CMS:



- a. Kidde Fenwal (HSSD/VESDA) FM200 in the JDC with:
 - i. Kidde Aries NETLink
 - ii. Kidde Fenwal Control Head 24VDC/2.0A with 255 lbs. capacity
 - iii. Kidde Fenwal Control Head 24VDC/2.0A with 96 lbs. capacity
- b. Kidde Fenwal (HSSD/VESDA) FM200 in the DRS with:
 - iv. Kidde Aries NETLink
 - v. Kidde Fenwal Control Head 24VDC/2.0A with 226 lbs. capacity
 - vi. Kidde Fenwal Control Head 24VDC/2.0A with 100 lbs. capacity
 - vii. Kidde Fenwal Control Head 24VDC/2.0A with 29 lbs. capacity

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Kidde Aries NETLink and Kidde Fenwal Control Head
 - i. Hazard Enclosure - Verify that protected rooms are effectively sealed against any significant air leaks that could result to agent leakage and a failure of the enclosure to hold the specified agent concentration level for the specified holding period
 - ii. Agent Cylinder
 - 1. Verify that containers and brackets are securely fastened, check mounting position of horizontally mounted containers
 - 2. Verify status of agent in cylinder
 - 3. Check container pressure gauges
 - 4. Check Solenoid Valve/Gas Cartridge Actuator leads and wiring to agent release modules for corrosion and loose or broken wires
 - iii. Mechanical Piping and Nozzles
 - 1. Verify discharge nozzles and pipe size
 - 2. Verify that piping joints and discharge nozzles are securely fastened
 - 3. Verify piping distribution system internally to detect the presence of any oil or particulate matter soiling the hazard area or affecting the agent distribution due to a reduction in the effectiveness of the nozzle orifice area
 - 4. Verify that the nozzle deflectors are positioned to obtain maximum benefits
 - 5. Verify if discharge nozzle, pipe and fittings are for repair or replacement
 - iv. Mechanical Pipe Supports and Braces - Inspect pipe support hangers and braces for looseness, corrosion and physical damage
 - v. Fire Detection, Alarm, Releasing Devices and Peripherals
 - 1. Verify that all wiring systems are properly installed in compliance with local codes and system drawings
 - 2. Verify control panels
 - 3. Check all end-of-line resistors
 - 4. Verify alternating current (AC) and direct current (DC) wirings
 - 5. Verify all field circuits



6. Check that the control panel power supplied to the control unit from a separate dedicated source will not shutdown on system operation
 7. Verify that availability of adequate and reliable primary and 24-hour minimum standby sources of energy are used to provide for operation of the detection, signaling, control and actuation requirement of the system
 8. Verify that all auxiliary functions for proper operation are in accordance with system requirements
 9. Verify that detection devices are in the proper type and locations
 10. Verify condition of detectors
 11. Verify that manual pull stations are properly installed, readily accessible, accurately identified and properly protected to prevent damage
 12. Verify that all manual stations which shall be used to release agents, require two separate and distinct actions for operation and are properly identified
 13. Verify that main/reserve switches are properly installed, readily accessible and accurately identified
- vi. System Testing
1. Disable agent storage container release mechanism so that activation of the release circuit will not release agent
 2. Verify that the control panel is connected to a dedicated circuit and labeled properly
 3. Verify that control panel is readily accessible, yet restricted from unauthorized personnel
 4. Using smoke tester, check each detector for proper response. Verify that all alarm functions occur according to design specification
 5. Operate the necessary circuit to initiate a second alarm circuit. Check each detector for proper response. Verify that all second alarm functions occur according to design specifications
 6. Operate manual release. Verify that manual release functions according to design specifications
 7. Operate abort switch circuit. Verify that abort functions are according to design specifications
 8. Test all supervised circuit for proper trouble response
 9. Operate one of each type of input device while on standby power. Verify that an alarm signal is received at the remote panel after device is operated. Reconnect primary power supply
 10. Operate each type of alarm condition on each signal circuit and verify receipt of trouble condition at the remote station
 11. The system shall be returned to its fully operational design conditions
- vii. Replace defective FM200 Fire Suppression components as determined



- viii. Provision of handheld, stand-alone fire extinguisher as service unit during the refill process and until the actual FM200 cylinder has been re-installed
 - ix. Re-testing of the entire fire suppression system upon installation of any replaced device or component
 - x. Check and test using backup battery operation for all the Warning and Evacuation Signs
 - xi. Clean and check backup batteries, termination, and voltage supply
- b. Kidde Fenwall (HSDD/VESDA) System
- i. Check power supply
 - ii. Visually check the entire piping networks and check for abnormalities in the pipes including any breaks, blockage, crimps, etc.
 - iii. Check all the connections to ensure that the pipe runs are intact and free of dirt and dust
 - iv. Examine all pipe joints to ensure these are firmly secured
 - v. Ensure end caps are set firmly in place
 - vi. Clean the detector to remove any dust build up and ensure that the sampling point hole capillary tubes are not blocked
 - vii. Check the battery status
 - viii. Visually inspect for detector fault indications
 - ix. Check the dust separator cartridge

E.5 Surge Suppression Systems

The following Transient Voltage Surge Suppressor (TVSS) units shall be covered by the CMS:

- a. TVSS, Legrand, 800AMPS, 3 Phase, 230V, 60Hz in the JDC
- b. TVSS, Legrand, 800AMPS, 3 Phase, 230V, 60Hz in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Visually inspect the operational status indicator lamps
- b. Check that all status lamps should be "ON"
- c. Check the input power
- d. Check if the wire connections are loose and rectify as necessary

E.6 Power Distribution Units (PDU)

The following PDUs shall be covered by the CMS:

- a. 16 Units, Austin Hughes PDU, 16A, 1 Phase in the JDC
- b. 10 Units, Austin Hughes PDU, 32A, 1 Phase in the JDC
- c. 22 Units, Austin Hughes PDU, 16A, 1 Phase in the DRS
- d. 8 Units, Austin Hughes PDU, 32A, 1 Phase in the DRS



At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Visually check/inspect for insulation, possible overheating, damage, etc. to ensure that the PDU is functioning within designed specifications
- b. Clean the PDU unit
- c. Check for defective or worn-out power strips and replace as necessary
- d. Check PDU event and alarm logs
- e. Check LCD display and performance
- f. Inspect/check all wiring and electrical connections for degradation and tightness, repair as necessary
- g. Check/record input and output voltage, current and frequency reading
- h. Check/record temperature and humidity readings

E.7 Circuit Breakers

The following circuit breakers shall be covered by the CMS:

- a. Legrand circuit breakers and switches in the JDC
- b. Legrand circuit breakers and switches in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Test circuit breakers and switches
- b. Perform load balancing in coordination with the SCP authorized technician/engineers to prevent power overload and other power issues
 - i. Study the system load during the actual operation
 - ii. Determine the unbalanced phase load
 - iii. Transfer/configure load to balance the phase load
 - iv. Monitor the balanced current load
 - v. Project the additional load per phase
 - vi. Re-balance the load as the change arises
- c. Calibrate protective relays
- d. Clean and inspect the enclosures for damage and corrosion of metallic objects
- e. Inspect, investigate and solve conditions for unusual odors
- f. Clean, inspect/check electrical connections for degradation and tightness and repair as necessary
- g. Inspect breakers' current carrying components for discoloration that may indicate overheating
- h. Perform Megger testing
 - i. Identify potential electrical problems
 - j. Survey and identify high temperature excursions
- k. Replace defective power outlets and related components
- l. Check electrical connections of all data center components such as PACU, UPS, Generator Set, ATS, Fire Suppression System, Security Access, Video



Surveillance, Water Leak Detector System, Environmental Monitoring System, etc.

E.8 BACNet Systems and Water Leak Detection Systems

The following systems shall be covered by the CMS:

- a. AirTekBACnet systems in the JDC
- b. AirTekBACnet systems in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Actual test all connected field devices to ensure accurate calibration
- b. Check and inspect all integrated equipment and field device's interference for proper monitoring
- c. Check and inspect IMS components including Web Controller, Direct Digital Controller and Expansion Controllers
- d. Check and inspect remote connectivity
- e. Actual test email alerting features
- f. Calibration of the Datacenter Monitoring System
- g. Check if the audible alarms are operational
- h. Visually check the water leak sensor cable surrounding the datacenter area and repair/replace if necessary
- i. Check if alarms are relayed for remote monitoring system
- j. Check all communication equipment if operational
- k. Check and review the monitoring system setup to ensure proper settings
- l. Check and test the integration of, temperature and humidity sensors, power failure, water leak sensors, door access system, panel boards, power metering, fire suppression, UPS, PDU, PACU, CCTV systems, etc.
- m. Inspect all accessible wiring, network, enclosure, power supply, etc. and repair/replace if necessary

E.9 Biometric Access Control

The following access control systems shall be covered by the CMS:

- a. ZKA Access Control (F703MF), PIN-Biometric-Mifare access control in the JDC
- b. ZKA Access Control (F703MF), PIN-Biometric-Mifare access control in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Visually inspect all major components and internal sub-assemblies
- b. Check primary/mains and stand-by/backup power supplies



- c. Check operation of all door contacts and door ajar sounders
- d. Maintenance and version updates of security management software
- e. Check operation of locks/strikes, door closures, mechanical exit, readers, keypads and LEDs
- f. Check communication with all controllers and reset error logs
- g. Check operation of input/output controller
- h. Check door open times
- i. Carry out minor adjustments
- j. Clean the fingerprint reader
- k. Check the wires and cable connections
- l. Clean and inspect the access control including its peripherals i.e. EM lock mechanism, push to exit button

E.10 Data Center Lighting Systems

The following systems shall be covered by the CMS:

- a. One (1) set, Lighting System 2 x 28W T5 vapor and dust proof luminaire complete with Triconic Electronic Ballast in the JDC
- b. One (1) set, Lighting System 2 x 28W T5 vapor and dust proof luminaire complete with Triconic Electronic Ballast in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Clean lighting lens fixture and remove dirt and debris, mildew, spider webs, etc. to enhance lighting performance
- b. Check if all fixtures are positioned and aimed optimally
- c. Check/inspect that no buried wires are exposed or damaged
- d. Replace lights every 1st quarter of PMS

E.11 Power Metering Systems

The following systems shall be covered by the CMS:

- a. CT meters installed in Panel Boards in the JDC
- b. CT meters installed in Panel Boards in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Inspect the CT meters installed in the panel boards
- b. Check the current, voltage, power and energy consumption for each circuit
- c. Check the connection for degradation and tightness, repair as required
- d. Check if the system is integrated with the Datacenter Monitoring System

E.12 K-Rated Input Transformers



The following systems shall be covered by the CMS:

- a. 150kVA Primary 230/ Secondary 380V in the JDC
- b. 125kVA Primary 380/ Secondary 230V in the JDC

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Inspect outward signs of overheating, corrosion, leaks, and deterioration
- b. Check and clean the unit and its surrounding area
- c. Check the environment temperature
- d. Check the tightness of electrical connections and component mountings
- e. Measure input voltage, output voltage and load currents, and compare with nameplate ratings. Use voltage compensation taps to correct voltage levels

E.13 Raised Floor System

The Raised Flooring system, 610 x 610 mm panel, complete with understructure and rubber insulation in the DRS shall be covered by the CMS:

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Sweep and/or dry/wet dust mop the entire raised floor area with floor cleaner
- b. Rotate solid and perforated panels for even wear
- c. Adjust understructure as necessary
- d. Replace broken edge trim if necessary
- e. Apply sealant to sub flooring for rubber insulation as necessary
- f. Vacuum-clean the rubber insulation installed underneath to remove dust and debris

E.14 Busbar

The following systems shall be covered by the CMS:

- a. 250A Busbar with 10 units of 16A and 10 units of 32A in the JDC
- b. 250A Busbar with 10 units of 16A and 10 units of 32A in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Clean and inspect the enclosure for damage, unusual odors, and corrosion
- b. Check electrical connections for degradation and tightness, and repair as necessary
- c. Check the input and output power supplies



F. Comprehensive Maintenance Services for the Replaced Equipment

F.1 Precision Air Conditioning Unit (PACU)

The following PACUs shall be covered by the CMS:

- a. One (1) 28 Tonner with dual scroll compressor in the JDC

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Review protected alarms
- b. Record temperature and humidity
- c. Record suction and discharge pressure of each compressor
- d. Observe the equipment's operation for signs of abnormality
- e. Vacuum clean or replace air filters whichever is applicable
- f. Clean water supply strainer and drain inside the machine
- g. Check and replace busted fuse when necessary
- h. Inspect and adjust fan belt tension when necessary
- i. Check and replace for possible worn out or defective electrical and mechanical components
- j. Calibrate sensors, control boards and other computerized components
- k. Perform any major corrective repairs, when necessary
- l. Monitor and observe unit operation and check if all components are functioning well

F.2 Air Conditioning Units (ACU)

The following ACUs system shall be covered by the CMS:

- a. Two (2) Air Conditioning Units (2HP, Split type) in the JDC
- b. Eight (8) Air Conditioning Units (2HP, Split type) in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Clean unit and air filter
- b. Clean cooling and condenser coils
- c. Check driver belt and replace if necessary
- d. Lubricate bearings as necessary
- e. Check operating unit, controller and condenser
- f. Comb fins of condenser and evaporate coil if necessary



- g. Measure current of all individual equipment
- h. Check all overload relays
- i. Check all electrical components for loosed connections and tighten as necessary
- j. Check refrigeration piping of gas leakage
- k. Check pulleys, motor mounts, condenser fan mounts etc.
- l. Check panel insulation
- m. Electronic Automatic Transfer Switch for the UPS Rooms
 - i. Check time delays, exercise clocks (adjust or reset if necessary)
 - ii. Check wirings

F.3 CCTV and DVR Systems

The following CCTV systems shall be covered by the CMS:

- a. CCTV Cameras and DVR in the JDC
- b. CCTV Cameras and DVR in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Check all cameras' running conditions and overall performance of the system and rectify or replace defective systems
- b. Check the picture quality of each camera and correct monitor selection
- c. Clean camera lens and housing
- d. Check camera functions and movements, and ensure that fields of view are free from any obstruction
- e. Check if the DVR/NVR is recording properly and providing distortion-free recording
- f. Check communications and recordings of all IP and analog cameras with the DVR

G. Warranty and Services Term

The comprehensive maintenance services shall commence upon receipt of the *Notice to Proceed* by the supplier. It shall continue for a period of three (3) years which is renewable and shall incorporate a price and service review checkpoint at the end of the contract.

H. Terms of Payment



The SCP shall pay all applicable maintenance charges to the supplier on a quarterly basis for the CMS. The sales invoice which is payable within thirty (30) days upon receipt, shall be accompanied by a quarterly preventive maintenance service report.

On the other hand, the payment for the new equipment shall be based on the ensuing Section I. SCHEDULE OF REQUIREMENTS FOR THE NEW EQUIPMENT.

I. Schedule of Requirements for the New Equipment

Item No.	Description	Payment Percentage	Schedule
1	Submission and Approval of Project Plan	10%	Five (5) working days upon receipt of Notice to Proceed
2	Delivery of New Equipment	50%	Forty-five (45) working days from Notice to Proceed
3	Installation and Commissioning	20%	Sixty (60) calendar days upon delivery of all equipment
4	Training	10%	Ten (10) days
5	Project Acceptance	10%	One (1) day
TOTAL		100%	





Section VII-A. Technical Bid Form

[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 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 and issuances.]

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

SCOPE OF WORK

The following are the items that shall be replaced:

ITEM NO.	ITEM	DESCRIPTION OF ITEMS TO BE REPLACED	Quantity (JDC)	Quantity (DRS)
1	PACU	15 Tonner with dual scroll compressor	1	N/A
2	UPS Battery	40KVA KEOR T Legrand UPS Systems, 380VAC (In/Out) 3 Phase, configured as 80KVA N+1	1 Set	1 Set
3	Monitoring System Software	Data Center Monitoring System Software	1 Set	1 Set
4	CCTV and DVR	CCTV Cameras and DVR with Videowall	14	21
5	ACU	Air Conditioning Units (2HP, Split type) with ATS	2	8
6	Desktop Workstations	HP Desktops	3	3

The following are the items that shall be covered by the CMS for three (3) years:

ITEM NO.	ITEM	DESCRIPTION	Quantity (JDC)	Quantity (DRS)
1	Genset with ATS	Bradford BCM-380S, Cummins Engine, 380kVA, 220Volts, 3 Phase (250KW/350KVA) Model NTA 855-G3	N/A	1
2	PACU	25 Tonner with dual scroll compressor	N/A	2



ITEM NO.	ITEM	DESCRIPTION	Quantity (JDC)	Quantity (DRS)
3	PACU	28 Tonner with dual scroll compressor	1	N/A
4	UPS	40KVA KEOR T Legrand UPS Systems, 380VAC (In/Out) 3 Phase, configured as 80KVA N+1	3	3
5	Fire Suppression	KIDDE FENWAL (HSSD/VESDSA), FM200 KIDDE Fire Systems ARIES NETLink	1 Lot	1 Lot
6	Surge Suppression	TVSS, Legrand, 800AMPS, 3 Phase, 230V, 60Hz	1 Set	1 Set
7	PDU	Austin Hughes PDU, 16A, 1 Phase, V12C13/2C19-16AW/CR_OE/3B01	16	22
8	PDU	Austin Hughes PDU, 32A. 3 Phase, VP24C13/12C19-32A-W/CR_EN/2B-2	10	8
9	Circuit Breaker	Legrand Circuit Breakers	25	71
10	Monitoring System	AirTekBACnet systems	1 Set	1 Set
11	Biometric Access Control	Contactless Biometric-Mifare access control	4	14
12	Lighting	Lighting System 2 x 28W T5 vapor and dust proof luminaire complete with Triconic Electronic Ballast	16	29
13	Power Metering System	CT Meters installed in Panel Boards Monitors the whole facility kW (power consumption) for energy optimization, IP monitoring integrated with EMS/BMS	5	6
14	Transformer	K-Rated 13 Input Transformer 125kVA Primary 380/ Secondary 230V	1	N/A
15	Transformer	K-Rated 13 Input Transformer 150kVA Primary 230/ Secondary 380V	1	N/A
16	Raised Floor	Raised Flooring system 610 x 610 mm panel complete with understructure with the Rubber Insulation underneath for the Data Center.	N/A	1 Set
17	Busbar	250A Busbar with 10 units of 16A and 10 units of 32A	1 Set	1 Set

GENERAL REQUIREMENTS

- C.1 To avoid data center operations disruption during the supply, delivery and installation of the new equipment, the comprehensive maintenance services for the equipment to be replaced shall continue until said equipment are decommissioned.
- C.2 The CMS shall include all hardware, software, components, services and systems/sub-systems included under Section E. Comprehensive Maintenance Services of this document.



- C.3 There should be quarterly on-site preventive maintenance services (PMS) for Section D. VARIOUS EQUIPMENT TO BE REPLACED, Section E. COMPREHENSIVE MAINTENANCE SERVICES and Section F. COMPREHENSIVE MAINTENANCE SERVICES FOR THE NEW EQUIPMENT in accordance with the equipment manufacturer's procedure. Such services shall include, but not limited to, standard cleaning, adjusting, inspection, calibration, and testing procedures designed to ensure that the equipment stays in optimal working condition as well as to reduce the possibility of equipment failure.
- C.4 Corrective maintenance services shall be rendered and be made available by the supplier twenty-four hours a day, seven days a week (24x7), including holidays. This shall include diagnostic, correction of equipment malfunction or failure, and emergency repair.
- C.5 All parts including consumables i.e. batteries, filters, fluorescent bulbs, etc., found defective during preventive or corrective maintenance shall be replaced by the supplier without any additional cost to the SCP. The replaced parts shall become the property of the supplier and should be pulled-out immediately after the repair. A backup or service unit shall be provided in case the unit is not repaired within 8 hours from the time the service engineer arrived on site.
- C.6 The diesel fuel tanks of the genset in the DRS shall be filled on every 1st quarterly PMS over three (3) years.
- C.7 The batteries of both UPS in the JDC and DRS shall be replaced on the 4th quarter of the 2nd year of the CMS.
- C.8 Technical support and on-call service engineers from the supplier shall be available 24x7 including holidays for assistance. An escalation matrix shall be provided for all equipment.
- C.9 The supplier must provide a high-level quality of service promptly. The following table shall be followed:
- | | JDC | DRS |
|--|---------|---------|
| Response Time | 2 hours | 3 hours |
| Resolution Time (including replacement of defective parts) | 8 hours | 8 hours |
- C.10 Service reports shall be submitted for every equipment immediately after every visit and activities performed.



- C.11 The supplier shall maintain an inventory of spare parts for critical systems to avoid any delay in the maintenance of equipment.
- C.12 Only qualified and competent service engineers shall be deployed to conduct maintenance services.
- C.13 The supplier shall provide to its service engineers, their own tools and safety equipment necessary to perform their work.
- C.14 The service engineers deployed are required to be in uniform while they are on duty. The supplier shall provide shoe covers for its service engineers while conducting maintenance services inside the data centers.
- C.15 The supplier shall take all necessary measures to ensure the safety of its service engineers when conducting maintenance services on site. The SCP shall not be held liable to any injury or loss that may be suffered by the supplier's staff.
- C.16 It shall be the responsibility of the supplier to ensure that no unlawful act is done by their staff while on duty.
- C.17 If additional equipment or items, although not specifically indicated herein, are needed to enable the newly delivered and installed system to work efficiently, the bidder/supplier shall provide such equipment or items at no additional cost to the Supreme Court of the Philippines (SCP).
- C.18The bidder/supplier will be responsible in dismantling all equipment to be replaced.
- C.19 Furnish all labor, materials, tools and equipment and perform all operations necessary to complete the project.
- C.20 The bidder/supplier will submit a project plan and will be approved by the Management Information Systems Office (MISO).



<i>D. TECHNICAL SPECIFICATIONS OF THE NEW EQUIPMENT</i>				
<i>Item No.</i>	<i>Item</i>	<i>Minimum Specifications</i>	<i>Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)</i>	<i>STATEMENT OF COMPLIANCE</i>
D.1	Precision Air Cooling Units (PACU)	<ul style="list-style-type: none">▪ Supply, delivery and installation of one (1) Precision Air Cooling Unit (PACU) for the JDC in Manila<ul style="list-style-type: none">• 28 Tonner DX type with humidifier• Must be energy efficient• Upblast, down return• Dual compliant scroll compressor• N+1 for High Availability• Installation of automatic start-up system for both PACUs. Automatic start-up of redundant unit when the “on-duty” unit fails• Capable of scheduled transfer duty for both PACUs• Advanced microprocessor Computer Environmental Monitoring System (CEMS 100) control panel system with alphanumeric LCD display of temperature and humidity status monitors, audible and alarm indicators and programmable temperature set points, and other software features• Must have its own IP-based monitoring	<p>Statement of compliance supported by product brochure</p> <p>Designs with brief narrative</p>	



<i>D. TECHNICAL SPECIFICATIONS OF THE NEW EQUIPMENT</i>				
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		<p>system and can also be integrated with the data center monitoring system</p> <ul style="list-style-type: none">• All cooling equipment shall be provided with the necessary condensate drain• Replacement of all wirings and fittings is required• Installation of new breakers and electrical panels as needed• Dismantling of the existing 15 Tonner PACU will be the responsibility of the bidder/supplier		
D.2	UPS Battery	<ul style="list-style-type: none">▪ Battery Replacement of the both UPS in JDC and DRS on the 4th quarter of the 2nd year of CMS	Statement of compliance	
D.3	Data Center Monitoring System (DCMS)	<ul style="list-style-type: none">▪ Supply, delivery and installation of a new monitoring system software for the JDC in Manila. This software shall monitor (but not limited to) the following:<ul style="list-style-type: none">• UPS• PACU• ACU• Water Leak Detection	Statement of compliance supported by product brochure Designs with brief narrative	



<i>D. TECHNICAL SPECIFICATIONS OF THE NEW EQUIPMENT</i>				
<i>Item No.</i>	<i>Item</i>	<i>Minimum Specifications</i>	<i>Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)</i>	<i>STATEMENT OF COMPLIANCE</i>
		<ul style="list-style-type: none">• Door Access System• CCTV System• Fire Suppression• Panel Boards• Temperature & Humidity• Smoke detection <ul style="list-style-type: none">▪ The monitoring system can be managed remotely▪ Installation of 1 x 4 video 55” video wall with software for larger viewing		
		<ul style="list-style-type: none">▪ Supply, delivery and installation of a new monitoring system software for the new equipment in the DRS in Angeles City, Pampanga. This software shall monitor (but not limited to) the following:<ul style="list-style-type: none">• Genset• UPS• PACU• ACU• Water Leak Detection• Door Access System		



<i>D. TECHNICAL SPECIFICATIONS OF THE NEW EQUIPMENT</i>				
<i>Item No.</i>	<i>Item</i>	<i>Minimum Specifications</i>	<i>Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)</i>	<i>STATEMENT OF COMPLIANCE</i>
		<ul style="list-style-type: none">• CCTV System• Fire Suppression• Panel Boards• Temperature & Humidity• Smoke detection <ul style="list-style-type: none">▪ The monitoring system can be managed remotely▪ Installation of 2 x 2 video 55” video wall with software for larger viewing		
D.4	CCTV Cameras and DVR with Videowall	<ul style="list-style-type: none">▪ Supply, delivery and installation of fourteen (14) CCTV cameras inside the JDC, Genset area and perimeter.• Storage capability of at least 60 days active video retention prior to archiving• Indoor and outdoor color camera with 1/3” and or 1/4” CCD format• CCTV must be TCP/IP based and capable of low-light quality recording• Minimum illumination shall be 1 lux or better• True day/night• HD1080P/720P video output	Statement of compliance supported by product brochure Designs with brief narrative	



<i>D. TECHNICAL SPECIFICATIONS OF THE NEW EQUIPMENT</i>				
<i>Item No.</i>	<i>Item</i>	<i>Minimum Specifications</i>	<i>Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)</i>	<i>STATEMENT OF COMPLIANCE</i>
		<ul style="list-style-type: none">• Vandal proof IR camera• Outdoor CCTVs should be waterproof or water resistant• Can be managed through a video management software• These may be fixed and PTZ type camera depending on the location• CCTV monitoring will be viewed on the 1 x 4 video wall in the DCMS• Appropriate number of Channel DVR▪ Must have its own IP-based monitoring system and can also be integrated with the proposed data center monitoring system		
		<ul style="list-style-type: none">• Supply, delivery and installation of twenty-one (21) CCTV cameras inside the DRS, Genset House and perimeter.• Storage capability of at least 60 days active video retention prior to archiving• Indoor and outdoor color camera with 1/3” and or 1/4” CCD format• CCTV must be TCP/IP based and capable of		



<i>D. TECHNICAL SPECIFICATIONS OF THE NEW EQUIPMENT</i>				
<i>Item No.</i>	<i>Item</i>	<i>Minimum Specifications</i>	<i>Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)</i>	<i>STATEMENT OF COMPLIANCE</i>
		<ul style="list-style-type: none">low-light quality recording• Minimum illumination shall be 1 lux or better• True day/night• HD720P video output• Vandal proof IR camera• Outdoor CCTVs should be waterproof or water resistant• Can be managed through a video management software• These may be fixed and PTZ type camera depending on the location• CCTV monitoring will be viewed on the 2 x 2 video wall in the DCMS• Appropriate number of Channel DVR▪ Must have its own IP-based monitoring system and can also be integrated with the proposed data center monitoring system		
D.5	Air Conditioning Units (ACU)	<ul style="list-style-type: none">▪ Supply, delivery and installation of two (2) redundant split-type aircon for the JDC in Manila<ul style="list-style-type: none">• Inverter Type• 2HP	Statement of compliance supported by product brochure Designs with brief narrative	



<i>D. TECHNICAL SPECIFICATIONS OF THE NEW EQUIPMENT</i>				
<i>Item No.</i>	<i>Item</i>	<i>Minimum Specifications</i>	<i>Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)</i>	<i>STATEMENT OF COMPLIANCE</i>
		<ul style="list-style-type: none">• Capable of scheduled transfer duty for both ACUs• Replace existing Automatic Transfer Switch from mechanical to electronic system• Must have its own IP-based monitoring system and can also be integrated with the data center monitoring system• Replacement of all wirings and fittings is required• All cooling equipment shall be provided with the necessary condensate drain		
		<ul style="list-style-type: none">▪ Supply, delivery and installation of eight (8) redundant split-type aircon for the DRS in Angeles City, Pampanga<ul style="list-style-type: none">• Inverter Type• 2 HP• Capable of scheduled transfer duty for both ACUs• Replace existing Automatic Transfer Switch from mechanical to electronic system in the UPS room only		



<i>D. TECHNICAL SPECIFICATIONS OF THE NEW EQUIPMENT</i>				
<i>Item No.</i>	<i>Item</i>	<i>Minimum Specifications</i>	<i>Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)</i>	<i>STATEMENT OF COMPLIANCE</i>
		<ul style="list-style-type: none">• Must have its own IP-based monitoring system and can also be integrated with the data center monitoring system• Replacement of all wirings and fittings is required• All cooling equipment shall be provided with the necessary condensate drain		
D.6	Workstations	<ul style="list-style-type: none">▪ Three (3) sets of branded workstation-class Desktop Computers with at least 24-inch flat monitors and appropriate Microsoft Operating System for the JDC in Manila<ul style="list-style-type: none">• Intel i7 Latest Generation• 16Gb memory• 256 Gb NVME SSD for the Operating System• 1TB Hard disk for additional storage• Video Card with 6Gb DDR 4 memory• 24” LED Monitor• Microsoft Windows 10 Professional 64bit▪ Two (2) sets of branded workstation-class Desktop Computers with at least 24-inch flat monitors and appropriate Microsoft Operating	Statement of compliance supported by product brochure	



<i>D. TECHNICAL SPECIFICATIONS OF THE NEW EQUIPMENT</i>				
<i>Item No.</i>	<i>Item</i>	<i>Minimum Specifications</i>	<i>Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)</i>	<i>STATEMENT OF COMPLIANCE</i>
		<p>System for the DRS in Angeles City, Pampanga</p> <ul style="list-style-type: none">• Intel i7 Latest Generation• 16Gb memory• 256 Gb NVME SSD for the Operating System• 1TB Hard disk for additional storage• Video Card with 6Gb DDR 4 memory• 24” LED Monitor• Microsoft Windows 10 Professional 64bit		
D.7	Warranty and Support	<ul style="list-style-type: none">▪ All new equipment shall have a minimum of 3 years warranty on all parts and services▪ At least 3 years on-site service warranty (4-hour response time)▪ In case of equipment failure, a service unit equal to or with higher specifications that the existing equipment shall be provided pending the repair or replacement of said unit.▪ Three (3) years comprehensive (24 x 7) support services that include:<ul style="list-style-type: none">• Firmware upgrades• Remote and on-site support when needed• 24 x 7 unlimited email and phone support	Statement of compliance	



<i>D. TECHNICAL SPECIFICATIONS OF THE NEW EQUIPMENT</i>				
<i>Item No.</i>	<i>Item</i>	<i>Minimum Specifications</i>	<i>Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)</i>	<i>STATEMENT OF COMPLIANCE</i>
		<ul style="list-style-type: none">▪ Warranty of equipment and systems installed shall start upon completion of Testing and Commissioning		
D.8	Training	<ul style="list-style-type: none">▪ The Supreme Court's data center facility operations and maintenance team will undergo various training to develop and enhance their skill set in managing the Supreme Court's new data center facility.▪ The Supplier delivering this project should provide appropriate training courses to meet this objective. Training description, objectives, modules, number of days and location must be included in the proposal.▪ Equipment familiarization, operation, spotting probable problems, troubleshooting and translation of system logs are considered standard deliverables which the Supreme Court will consider as standard and not a skills-enhancement training.▪ The final training program will be approved by the MISO.	Training program outline	
D.9	Documentation	<ul style="list-style-type: none">▪ Upon project completion and prior to acceptance,	Statement of compliance	



<i>D. TECHNICAL SPECIFICATIONS OF THE NEW EQUIPMENT</i>				
<i>Item No.</i>	<i>Item</i>	<i>Minimum Specifications</i>	<i>Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)</i>	<i>STATEMENT OF COMPLIANCE</i>
		the following shall be submitted: c. All necessary As-Built Plans d. Operations and Maintenance Manuals		

E. Comprehensive Maintenance Services for the JDC and DRS Angeles		
Item No.	Item & Minimum Specifications/Requirements	Statement of Compliance
E.1	Generator Set (Genset) with Automatic Transfer Switch (ATS) One (1) genset unit, Bradford BCM-380S, Cummins Engine, 380kVA, 220Volts, 3 Phase (250KW/350KVA) Model NTA 855-G3 in the DRS, shall be covered by the CMS. At the minimum, the following standard procedures shall be applied in performing the PMS: a. Cooling System i. Check the radiator air restriction, hoses, connections, fluid concentration, belts and louver operation ii. Flush the cooling system, as needed b. Check for leaks, holes and loose connections of the Air Intake System c. Check the fuel level and pump d. Battery and Charger	



	<ul style="list-style-type: none">i. Check the unitsii. Check the fluids and terminalsiii. Check the load, acid and specific gravityiv. Check the electrolyte levelv. Clean corrosionvi. Check cables and connectionsvii. Check electrical starter/alternator generatorviii. Check charger output, adjust if necessarye. Coolant System<ul style="list-style-type: none">i. Check amount of coolant/water (radiator)ii. Check antifreeze, radiator and capiii. Check coolant lines/connection, leaks, hoses, drive belts and tensioniv. Inspect heater tubesv. Replace drive belts (every 1000 hours)vi. Check coolant concentration annuallyf. Intake and exhaust system<ul style="list-style-type: none">i. Check air cleaner, turbo charger, muffler and trapsii. Check for leaks, restrictions and flush condensation capiii. Check crankcase breather tube, flex pipe and rain cap if applicableiv. Check electrical systemg. Controls - check voltage regulator, wiring relays, monitors and bulbsh. Generator<ul style="list-style-type: none">i. Check generator set parametersii. Check diodes, end bearings, brushes and folderiii. Check AC wiring, exciter stator, over speed switchiv. Check breakersv. Clean the generator setvi. Clean alternator windings and bearings (every 1000 hours)vii. Ensure that the valve tip clearance is checked and adjusted (every 2500 hours)viii. Ensure that the alternator motor, starter motor, meter and gauges are checked (every 2500	
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	<p>hours)</p> <ul style="list-style-type: none">ix. Change the spark plugs annuallyx. Check electrical system accessories and components <ul style="list-style-type: none">i. Automatic Transfer Switch<ul style="list-style-type: none">i. Check time delays, exercise clocks (adjust or reset if necessary)ii. Check wiring harnessiii. Clean cabinetj. While engine is running<ul style="list-style-type: none">i. Record A.C. outputii. Check and record frequencyiii. Check the engine mountsiv. Check atomizer (every 2500 hours)v. Clean the vent of the engine breather system (every 2500 hours)k. Lubricating System<ul style="list-style-type: none">i. Check the engine oil level and oil pressureii. Check crankcase pressure and crankcase breatheriii. Check oil leaks and inspect lubrication system hoses and connectorsiv. Check fan drive bearings and generator bearingsv. Check gauges and safety mechanismvi. Replace engine oil and engine oil filter annuallyl. Fuel System<ul style="list-style-type: none">i. Check fuel hose, fuel intake and fuel returnii. Check for fuel systems components, leaks and inspect lubrication system, hoses and connectorsiii. Check gauges and safety mechanismiv. Check water in fuelv. Check the fuel filtervi. Change fuel filter annuallyvii. Check water in the fuel pre-filterviii. Calibrate injection pumpix. Replace the fuel filter element every year	
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	<p>x. Fill the belly and day tanks with diesel fuel every 1st quarterly PMS</p> <p>m. Check the air inlet filter</p>	
E.2	<p>Precision Air Conditioning Units (PACU)</p> <p>The following PACUs shall be covered by the CMS:</p> <ul style="list-style-type: none">a. One (1) Liebert Emerson DS Model, 28 Tonner with dual scroll compressor (P3100UA1T4HS12S1D000CA000) in the JDCb. Two (2) Liebert Emerson DS Model, 25 Tonner with dual scroll compressor (P2090DA1T4HS12S1D000CA000) in the DRS <p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ul style="list-style-type: none">a. Review protected alarmsb. Record temperature and humidityc. Record suction and discharge pressure of each compressord. Observe the equipment's operation for signs of abnormalitye. Vacuum clean or replace air filters whichever is applicablef. Clean water supply strainer and drain inside the machineg. Check and replace busted fuse when necessaryh. Inspect and adjust fan belt tension when necessaryi. Check and replace for possible worn out or defective electrical and mechanical componentsj. Calibrate sensors, control boards and other computerized componentsk. Perform any major corrective repairs, when necessaryl. Monitor and observe unit operation and check if all components are functioning well	
E.3	Uninterruptible Power Supply (UPS)	



	<p>The following UPS units shall be covered by the CMS:</p> <ol style="list-style-type: none">Three (3) 40KVA KEOR T Legrand UPS Systems, 380VAC (In/Out) 3 Phase, configured as 80KVA N+1 in the JDCThree (3) 40KVA KEOR T Legrand UPS Systems, 380VAC (In/Out) 3 Phase, configured as 80KVA N+1 in the DRS <p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ol style="list-style-type: none">There shall be no down time during the PMSVisually check insulation, overheating, damage, etc. and rectify as necessaryAir Flow<ol style="list-style-type: none">Check fans, door and compartment sealsReplace filtersClean unitCheck/Record voltage waveforms and currents; input/output, rectifier, AC&DC capsCheck power measurements i.e. output RMS current (phase and neutral), output peak current (Phase and Neutral), while unit is on-lineCheck the metering of the following:<ol style="list-style-type: none">DC Volts and currentInput Volts/currentoutput Volts/current, frequencyetc.Verify type, value and condition of fusesCheck synchronization<ol style="list-style-type: none">Verify utility sync and transfer to bypassTransfer from bypass to UPSVerify voltage and phase lockoutVerify static bypass operationCheck and adjust control calibrations as necessaryInspect circuit breakers and isolators	
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	<ul style="list-style-type: none">k. Check magnetic and thermal settingsl. Check the following system/module safety parameters (where available):<ul style="list-style-type: none">i. Battery current limitii. Input current limitiii. Overload levelsiv. Over temperature circuitsm. Check for firmware and software updates and report for approval to updaten. Check for alarms and light indicatorso. Batteries<ul style="list-style-type: none">i. Perform safety evaluation of battery, racks, protective equipment and environment; note and report any discrepanciesii. Record the ambient temperature of the battery roomiii. Clean normal cell dirt/dust accumulationiv. Inspect each jar for signs of cracks, excessive bulging and leakagev. Measure and record the full string charging voltage and currentvi. Measure and record the AC ripple voltage and currentvii. Measure and record the voltage to ground for each string/cabinetviii. Measure and record the float voltage across each cell/jarix. Measure and record the internal impedance of each cell /jarx. Check for corrosion on battery terminals and connectors and clean as necessaryxi. Check tightness of connectionsxii. Replace defective batteries	
E.4	Fire Suppression Systems The following system shall be covered by the CMS: <ul style="list-style-type: none">a. Kidde Fenwal (HSSD/VESDA) FM200 in the JDC with:<ul style="list-style-type: none">i. Kidde Aries NETLinkii. Kidde Fenwal Control Head 24VDC/2.0A with 255 lbs. capacityiii. Kidde Fenwal Control Head 24VDC/2.0A with 96 lbs. capacityb. Kidde Fenwal (HSSD/VESDA) FM200 in the DRS with:	



	<ul style="list-style-type: none">iv. Kidde Aries NETLinkv. Kidde Fenwal Control Head 24VDC/2.0A with 226 lbs. capacityvi. Kidde Fenwal Control Head 24VDC/2.0A with 100 lbs. capacityvii. Kidde Fenwal Control Head 24VDC/2.0A with 29 lbs. capacity <p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ul style="list-style-type: none">a. Kidde Aries NETLink and Kidde Fenwal Control Head<ul style="list-style-type: none">i. Hazard Enclosure - Verify that protected rooms are effectively sealed against any significant air leaks that could result to agent leakage and a failure of the enclosure to hold the specified agent concentration level for the specified holding periodii. Agent Cylinder<ul style="list-style-type: none">1. Verify that containers and brackets are securely fastened, check mounting position of horizontally mounted containers2. Verify status of agent in cylinder3. Check container pressure gauges4. Check Solenoid Valve/Gas Cartridge Actuator leads and wiring to agent release modules for corrosion and loose or broken wiresiii. Mechanical Piping and Nozzles<ul style="list-style-type: none">1. Verify discharge nozzles and pipe size2. Verify that piping joints and discharge nozzles are securely fastened3. Verify piping distribution system internally to detect the presence of any oil or particulate matter soiling the hazard area or affecting the agent distribution due to a reduction in the effectiveness of the nozzle orifice area4. Verify that the nozzle deflectors are positioned to obtain maximum benefits5. Verify if discharge nozzle, pipe and fittings are for repair or replacementiv. Mechanical Pipe Supports and Braces - Inspect pipe support hangers and braces for looseness, corrosion and physical damagev. Fire Detection, Alarm, Releasing Devices and Peripherals	
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	<ol style="list-style-type: none">1. Verify that all wiring systems are properly installed in compliance with local codes and system drawings2. Verify control panels3. Check all end-of-line resistors4. Verify alternating current (AC) and direct current (DC) wirings5. Verify all field circuits6. Check that the control panel power supplied to the control unit from a separate dedicated source will not shutdown on system operation7. Verify that availability of adequate and reliable primary and 24-hour minimum standby sources of energy are used to provide for operation of the detection, signaling, control and actuation requirement of the system8. Verify that all auxiliary functions for proper operation are in accordance with system requirements9. Verify that detection devices are in the proper type and locations10. Verify condition of detectors11. Verify that manual pull stations are properly installed, readily accessible, accurately identified and properly protected to prevent damage12. Verify that all manual stations which shall be used to release agents, require two separate and distinct actions for operation and are properly identified13. Verify that main/reserve switches are properly installed, readily accessible and accurately identified <p>vi. System Testing</p> <ol style="list-style-type: none">1. Disable agent storage container release mechanism so that activation of the release circuit will not release agent2. Verify that the control panel is connected to a dedicated circuit and labeled properly3. Verify that control panel is readily accessible, yet restricted from unauthorized personnel4. Using smoke tester, check each detector for proper response. Verify that all alarm functions occur according to design specification5. Operate the necessary circuit to initiate a second alarm circuit. Check each detector for proper response. Verify that all second alarm functions occur according to design	
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	<p>specifications</p> <ol style="list-style-type: none">6. Operate manual release. Verify that manual release functions according to design specifications7. Operate abort switch circuit. Verify that abort functions are according to design specifications8. Test all supervised circuit for proper trouble response9. Operate one of each type of input device while on standby power. Verify that an alarm signal is received at the remote panel after device is operated. Reconnect primary power supply10. Operate each type of alarm condition on each signal circuit and verify receipt of trouble condition at the remote station11. The system shall be returned to its fully operational design conditions <ol style="list-style-type: none">vii. Replace defective FM200 Fire Suppression components as determinedviii. Provision of handheld, stand-alone fire extinguisher as service unit during the refill process and until the actual FM200 cylinder has been re-installedix. Re-testing of the entire fire suppression system upon installation of any replaced device or componentx. Check and test using backup battery operation for all the Warning and Evacuation Signsxi. Clean and check backup batteries, termination, and voltage supply <p>b. Kidde Fenwall (HSDD/VESDA) System</p> <ol style="list-style-type: none">i. Check power supplyii. Visually check the entire piping networks and check for abnormalities in the pipes including any breaks, blockage, crimps, etc.iii. Check all the connections to ensure that the pipe runs are intact and free of dirt and dustiv. Examine all pipe joints to ensure these are firmly securedv. Ensure end caps are set firmly in placevi. Clean the detector to remove any dust build up and ensure that the sampling point hole capillary tubes are not blockedvii. Check the battery status	
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	<p>viii. Visually inspect for detector fault indications</p> <p>ix. Check the dust separator cartridge</p>	
E.5	<p>Surge Suppression Systems</p> <p>The following Transient Voltage Surge Suppressor (TVSS) units shall be covered by the CMS:</p> <ol style="list-style-type: none">TVSS, Legrand, 800AMPS, 3 Phase, 230V, 60Hz in the JDCTVSS, Legrand, 800AMPS, 3 Phase, 230V, 60Hz in the DRS <p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ol style="list-style-type: none">Visually inspect the operational status indicator lampsCheck that all status lamps should be “ON”Check the input powerCheck if the wire connections are loose and rectify as necessary	
E.6	<p>Power Distribution Units (PDU)</p> <p>The following PDUs shall be covered by the CMS:</p> <ol style="list-style-type: none">16 Units, Austin Hughes PDU, 16A, 1 Phase in the JDC10 Units, Austin Hughes PDU, 32A, 1 Phase in the JDC22 Units, Austin Hughes PDU, 16A, 1 Phase in the DRS8 Units, Austin Hughes PDU, 32A, 1 Phase in the DRS <p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ol style="list-style-type: none">Visually check/inspect for insulation, possible overheating, damage, etc. to ensure that the PDU is functioning within designed specificationsClean the PDU unitCheck for defective or worn-out power strips and replace as necessaryCheck PDU event and alarm logsCheck LCD display and performance	



	<ul style="list-style-type: none">f. Inspect/check all wiring and electrical connections for degradation and tightness, repair as necessaryg. Check/record input and output voltage, current and frequency readingh. Check/record temperature and humidity readings	
E.7	<p>Circuit Breakers</p> <p>The following circuit breakers shall be covered by the CMS:</p> <ul style="list-style-type: none">a. Legrand circuit breakers and switches in the JDCb. Legrand circuit breakers and switches in the DRS <p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ul style="list-style-type: none">a. Test circuit breakers and switchesb. Perform load balancing in coordination with the SCP authorized technician/engineers to prevent power overload and other power issues<ul style="list-style-type: none">i. Study the system load during the actual operationii. Determine the unbalanced phase loadiii. Transfer/configure load to balance the phase loadiv. Monitor the balanced current loadv. Project the additional load per phasevi. Re-balance the load as the change arisesc. Calibrate protective relaysd. Clean and inspect the enclosures for damage and corrosion of metallic objectse. Inspect, investigate and solve conditions for unusual odorsf. Clean, inspect/check electrical connections for degradation and tightness and repair as necessaryg. Inspect breakers' current carrying components for discoloration that may indicate overheatingh. Perform Megger testingi. Identify potential electrical problemsj. Survey and identify high temperature excursions	



	<ul style="list-style-type: none">k. Replace defective power outlets and related componentsl. Check electrical connections of all data center components such as PACU, UPS, Generator Set, ATS, Fire Suppression System, Security Access, Video Surveillance, Water Leak Detector System, Environmental Monitoring System, etc.	
E.8	<p>BACNet Systems and Water Leak Detection Systems</p> <p>The following systems shall be covered by the CMS:</p> <ul style="list-style-type: none">a. AirTekBACnet systems in the JDCb. AirTekBACnet systems in the DRS <p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ul style="list-style-type: none">a. Actual test all connected field devices to ensure accurate calibrationb. Check and inspect all integrated equipment and field device's interference for proper monitoringc. Check and inspect IMS components including Web Controller, Direct Digital Controller and Expansion Controllersd. Check and inspect remote connectivitye. Actual test email alerting featuresf. Calibration of the Datacenter Monitoring Systemg. Check if the audible alarms are operationalh. Visually check the water leak sensor cable surrounding the datacenter area and repair/replace if necessaryi. Check if alarms are relayed for remote monitoring systemj. Check all communication equipment if operationalk. Check and review the monitoring system setup to ensure proper settingsl. Check and test the integration of, temperature and humidity sensors, power failure, water leak sensors, door access system, panel boards, power metering, fire suppression, UPS, PDU, PACU, CCTV systems, etc.m. Inspect all accessible wiring, network, enclosure, power supply, etc. and repair/replace if necessary	



E.9	Biometric Access Control The following access control systems shall be covered by the CMS: a. ZKA Access Control (F703MF), PIN-Biometric-Mifare access control in the JDC b. ZKA Access Control (F703MF), PIN-Biometric-Mifare access control in the DRS At the minimum, the following standard procedures shall be applied in performing the PMS: a. Visually inspect all major components and internal sub-assemblies b. Check primary/mains and stand-by/backup power supplies c. Check operation of all door contacts and door ajar sounders d. Maintenance and version updates of security management software e. Check operation of locks/strikes, door closures, mechanical exit, readers, keypads and LEDs f. Check communication with all controllers and reset error logs g. Check operation of input/output controller h. Check door open times i. Carry out minor adjustments j. Clean the fingerprint reader k. Check the wires and cable connections l. Clean and inspect the access control including its peripherals i.e. EM lock mechanism, push to exit button	
E.10	Data Center Lighting Systems The following systems shall be covered by the CMS: a. One (1) set, Lighting System 2 x 28W T5 vapor and dust proof luminaire complete with Triconic Electronic Ballast in the JDC b. One (1) set, Lighting System 2 x 28W T5 vapor and dust proof luminaire complete with Triconic Electronic Ballast in the DRS	



	<p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ol style="list-style-type: none">Clean lighting lens fixture and remove dirt and debris, mildew, spider webs, etc. to enhance lighting performanceCheck if all fixtures are positioned and aimed optimallyCheck/inspect that no buried wires are exposed or damagedReplace lights every 1st quarter of PMS	
E.11	<p>Power Metering Systems</p> <p>The following systems shall be covered by the CMS:</p> <ol style="list-style-type: none">CT meters installed in Panel Boards in the JDCCT meters installed in Panel Boards in the DRS <p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ol style="list-style-type: none">Inspect the CT meters installed in the panel boardsCheck the current, voltage, power and energy consumption for each circuitCheck the connection for degradation and tightness, repair as requiredCheck if the system is integrated with the Datacenter Monitoring System	
E.12	<p>K-Rated Input Transformers</p> <p>The following systems shall be covered by the CMS:</p> <ol style="list-style-type: none">150kVA Primary 230/ Secondary 380V in the JDC125kVA Primary 380/ Secondary 230V in the JDC <p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ol style="list-style-type: none">Inspect outward signs of overheating, corrosion, leaks, and deteriorationCheck and clean the unit and its surrounding areaCheck the environment temperature	



	<ul style="list-style-type: none">d. Check the tightness of electrical connections and component mountingse. Measure input voltage, output voltage and load currents, and compare with nameplate ratings. Use voltage compensation taps to correct voltage levels	
E.13	<p>Raised Floor System</p> <p>The Raised Flooring system, 610 x 610 mm panel, complete with understructure and rubber insulation in the DRS shall be covered by the CMS:</p> <p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ul style="list-style-type: none">a. Sweep and/or dry/wet dust mop the entire raised floor area with floor cleanerb. Rotate solid and perforated panels for even wearc. Adjust understructure as necessaryd. Replace broken edge trim if necessarye. Apply sealant to sub flooring for rubber insulation as necessaryf. Vacuum-clean the rubber insulation installed underneath to remove dust and debris	
E.14	<p>Busbar</p> <p>The following systems shall be covered by the CMS:</p> <ul style="list-style-type: none">a. 250A Busbar with 10 units of 16A and 10 units of 32A in the JDCb. 250A Busbar with 10 units of 16A and 10 units of 32A in the DRS <p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ul style="list-style-type: none">a. Clean and inspect the enclosure for damage, unusual odors, and corrosionb. Check electrical connections for degradation and tightness, and repair as necessaryc. Check the input and output power supplies	



F. Comprehensive Maintenance Services for the Replaced Equipment		
Item No.	Item & Minimum Specification/ Requirement	Statement of Compliance
F.1	<p>Precision Air Conditioning Unit (PACU)</p> <p>The following PACUs shall be covered by the CMS:</p> <ol style="list-style-type: none">One (1) 28 Tonner with dual scroll compressor in the JDC <p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ol style="list-style-type: none">Review protected alarmsRecord temperature and humidityRecord suction and discharge pressure of each compressorObserve the equipment's operation for signs of abnormalityVacuum clean or replace air filters whichever is applicableClean water supply strainer and drain inside the machineCheck and replace busted fuse when necessaryInspect and adjust fan belt tension when necessaryCheck and replace for possible worn out or defective electrical and mechanical componentsCalibrate sensors, control boards and other computerized componentsPerform any major corrective repairs, when necessaryMonitor and observe unit operation and check if all components are functioning well	
F.2	<p>Air Conditioning Units (ACU)</p> <p>The following ACUs system shall be covered by the CMS:</p> <ol style="list-style-type: none">Two (2) Air Conditioning Units (2HP, Split type) in the JDCEight (8) Air Conditioning Units (2HP, Split type) in the DRS	



	<p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ul style="list-style-type: none">a. Clean unit and air filterb. Clean cooling and condenser coilsc. Check driver belt and replace if necessaryd. Lubricate bearings as necessarye. Check operating unit, controller and condenserf. Comb fins of condenser and evaporate coil if necessaryg. Measure current of all individual equipmenth. Check all overload relaysi. Check all electrical components for loosed connections and tighten as necessaryj. Check refrigeration piping of gas leakagek. Check pulleys, motor mounts, condenser fan mounts etc.l. Check panel insulationm. Electronic Automatic Transfer Switch for the UPS Rooms<ul style="list-style-type: none">i. Check time delays, exercise clocks (adjust or reset if necessary)ii. Check wirings	
F.3	<p>CCTV and DVR Systems</p> <p>The following CCTV systems shall be covered by the CMS:</p> <ul style="list-style-type: none">a. CCTV Cameras and DVR in the JDCb. CCTV Cameras and DVR in the DRS <p>At the minimum, the following standard procedures shall be applied in performing the PMS:</p> <ul style="list-style-type: none">a. Check all cameras' running conditions and overall performance of the system and rectify or replace defective systems	



	<div>b. Check the picture quality of each camera and correct monitor selection</div> <div>c. Clean camera lens and housing</div> <div>d. Check camera functions and movements, and ensure that fields of view are free from any obstruction</div> <div>e. Check if the DVR/NVR is recording properly and providing distortion-free recording</div> <div>f. Check communications and recordings of all IP and analog cameras with the DVR</div>	
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G. Warranty and Services Term

The comprehensive maintenance services shall commence upon receipt of the Notice to Proceed by the supplier. It shall continue for a period of three (3) years which is renewable and shall incorporate a price and service review checkpoint at the end of the contract.

I hereby certify to comply and deliver all the above Technical Specifications and requirements:

<div>_____ Name of Company/Bidder</div>	<div>_____ Signature over Printed Name of Representative</div>	<div>_____ Date</div>
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Section VIII. Checklist of Technical and Financial Documents

ENVELOPE 1: TECHNICAL COMPONENT		
CLASS “A” DOCUMENTS		
Checklist	INDEX TABS	LEGAL DOCUMENTS
	I-1	<p>Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)</p> <p>Or, in lieu of the Platinum PhilGEPS Certificate:</p> <p>I-1.a 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,</p> <p>I-1.b 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</p> <p>I-1.c Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</p>
TECHNICAL DOCUMENTS		
	I-2	<p>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.</p> <p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none">1. Copies of the Contracts*; and2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)** <p><i>*If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)</i></p> <p><i>**For private contracts, NOA or NTP shall not be required</i></p> <p><i>(See sample Form VIII-A in Section VIII)</i></p>
	I-3	<p>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 five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱20,961,962.53.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User’s Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p>



		(See sample Form VIII-B in Section VIII)
	I-4	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(use Form VIII-C in Section VIII)
	I-5	Conformity with the Schedule of Requirements (Accomplish/use form in Section VI)
	I-6	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (use Accomplish/use form in Section VII)
	I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
	I-7	<p>Original duly signed Omnibus Sworn Statement (OSS) (use Form VIII-D in Section VIII);</p> <p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i></p> <p><i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i></p> <p>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</p>
	I-8	<p>Company profile which shall include information on the number of years in the business and the list of its officers.</p> <p>Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</p>
	I-9	Authority of the representative/signatory.
FINANCIAL DOCUMENTS		
	I-10	2020 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



	I-11	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);</p> <p>$\text{NFCC} = [(\text{Current Assets minus Current Liabilities}) \times 15] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.}$</p> <p>The values of the bidder's current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</p> <p><i>(The NFCC shall be based on the 2020 Audited Financial Statement. Bidders shall attach the 2020 Audited Financial Statement to the NFCC Computation.)</i></p> <p><u>or</u></p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation</p>
Class "B" Document		
	I-12	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p><u>or</u></p> <p>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.</p>

ENVELOPE 2: FINANCIAL COMPONENT		
Checklist	INDEX TABS	
	II-1	Original of duly signed and accomplished Financial Bid Form <u>(see Form VIII-E in Section VIII).</u>
	II-2	Original of duly signed and accomplished Bid Price Schedule (s) <i>(original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed)</i>

Note: Please cross-reference with Section III. Bid Data Sheet for the updated/additional requirements and instructions for the submission of bids (tabbing, indexing and sealing)



FORM VIII-A

Sample form only.

Statement of all Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started

Name of Contract	Date of the Contract	Contract Duration	Owner’s Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contract

Name of Company

Signature over Printed Name of Representative

Date

The statement shall be supported by the following documents:

1. Copies of the Contracts*; **and**
2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)**

**If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)*

***For private contracts, NOA or NTP shall not be required*



FORM VIII-B

Sample form only.

Statement of Single Largest Completed Contract
Similar to the Contract to be Bid

Name of the Contract	Date of the Contract	Contract Duration	Owner’s Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User’s Acceptance or Official Receipt or Sales Invoice

Name of Company

Signature over Printed Name of Representative

Date

The statement shall be supported by the following documents:

1. Copy/(ies) of the End-User’s Acceptance; **or**
2. Official Receipt/(s) Issued for the Contract/(s) therein.

**FORM VIII-C**

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.
X-----X

BID SECURING DECLARATION

ITB No. 2021-30: Procurement of Comprehensive Maintenance Services for the Judiciary Data Center (JDC) and Disaster Recovery Site (DRS) of the Supreme Court Including Replacement of its Key Components

To : Supreme Court of the Philippines
Padre Faura Street, Ermita, City of Manila

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1, and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;



- (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
- (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of _____, 20__ at _____.

Affiant/s

[Name/s and Signature/s of the Bidder's Authorized Representative
and his/her/their legal capacity/ies]

Name of Bidder Represented

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity/ies as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

**FORM VIII-D**

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

OMNIBUS SWORN STATEMENT

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

A F F I D A V I T

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:

I am the [1. sole proprietor; 2. duly authorized and designated
representative] of _____ [Name of Bidder]
with office address at _____ [Address of Bidder].

As the [1. owner and sole proprietor, I have full power and authority to do,
execute and perform any and all acts necessary;][2. duly authorized and designated
representative, I am granted full power and authority to do, execute, and perform
any and all acts necessary as shown in the attached document showing proof of
authorization (e.g., duly notarized Secretary's Certificate issued by the corporation
or the members of the joint venture), or Special Power of Attorney, whichever is
applicable] to represent _____ [Name of Bidder] in the
bidding for the ***Procurement of Comprehensive Maintenance Services for the
Judiciary Data Center (JDC) and Disaster Recovery Site (DRS) of the Supreme
Court Including Replacement of its Key Components;***

_____ [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;

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;



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

(In the following three paragraphs, please choose and answer only one that is applicable to the bidder)

(1) *If a sole proprietorship:* The owner or the 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, or 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;

(2) *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;

(3) *If a corporation or a 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;

_____ *[Name of Bidder]* complies with existing labor laws and standards;

_____ *[Name of Bidder]* is aware of and has undertaken the following 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) Made 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 ***Procurement of Comprehensive Maintenance Services for the Judiciary Data Center (JDC) and Disaster Recovery Site (DRS) of the Supreme Court Including Replacement of its Key Components.***



_____ [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.

In case advance payment was made of given, failure to perform or deliver any of the obligations and undertaking 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. 3185 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__ at _____, Philippines.

AFFIANT/S
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__, affiant/s exhibiting to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

**FORM VIII-E**

Sample form only.

FINANCIAL BID FORM

Date: _____
Project Identification No: _____

To: [name and address of Procuring Entity]

Having examined the Bidding Documents including 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 Bidding Documents 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 on the Bidding Documents;
- b. to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents;
- c. to abide by the Bid Validity Period specified in the Bidding Documents and it shall remain binding upon us at any time before the expiration of that period.

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

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

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



The undersigned is authorized to submit the bid on behalf of _____ *[name of 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.

Dated this _____ day of _____ 20__.

[signature and printed name] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of:

Name of Company

Address and Telephone Number

**FORM VIII – F**

(The following form must be filled out and submitted; recopying/retyping this form is not allowed and may be a ground for disqualification)

Bid Price Schedule

PROCUREMENT FOR COMPREHENSIVE MAINTENANCE SERVICES FOR THE JUDICIARY DATA CENTER AND DISASTER RECOVERY SITE OF THE SUPREME COURT INCLUDING REPLACEMENT OF THEIR KEY COMPONENTS

ABC: ₱41,923,925.05

JUDICIARY DATA CENTER***A. ITEMS TO BE REPLACED FOR THE JUDICIARY DATA CENTER (JDC)***

ITEM NO.	ITEM	QTY	UNIT COST	TOTAL COST
1	Precision Air Conditioning Unit (including 3 years warranty and preventive maintenance)	1		
2	Battery Replacement of the UPS on the 4th quarter of the 2nd year of CMS	1 Set		
3	Data Center Monitoring System Software	1 Lot		
4	CCTV and DVR with Videowall	1 Lot		
5	Air Conditioning Unit with electronic-type ATS	2		
6	Desktop Worstations	3		
JDC Total (A)				

B. ITEMS THAT WILL BE COVERED BY THE COMPREHENSIVE MAINTENANCE SERVICES IN THE JDC FOR THREE YEARS

ITEM NO.	ITEM	QTY	UNIT COST	TOTAL COST
1	Liebert Emerson DS Model 28 Tonner with dual scroll compressor	1		
2	40KVA KEOR T Legrand UPS Systems, 380VAC (In/Out) 3 Phase, configured as 80KVA N+1	3		
3	Fire Suppression and Detection System	1 Lot		
4	Surge Suppression	1 Set		



5	Power Distribution Unit (PDU) 16A	16		
6	Power Distribution Unit (PDU) 32A	10		
7	Circuit Breakers	25		
8	Monitoring System (AirTek and BACnet systems)	1 Set		
9	Biometric Access Control	4		
10	Lighting System (replace every 1st quarter PMS)	16		
11	Power Metering System	5		
12	Transformer 125kVA	1		
13	Transformer 150kVA	1		
14	Busbar	1 Set		
JDC Total (B)				
TOTAL FOR JDC (JDC Total A + JDC Total B)				
DISASTER RECOVERY SITE (Angeles City Halls of Justice)				
A. ITEMS TO BE REPLACED FOR THE DISASTER RECOVERY SITE (DRS)				
ITEM NO.	ITEM	QTY	UNIT COST	TOTAL COST
1	Battery Replacement of the UPS on the 4th quarter of the 2nd year of CMS	1 Set		
2	Data Center Monitoring System Software	1 Lot		
3	CCTV and DVR with Videowall	1 Lot		
4	Air Conditioning Unit with electronic-type ATS	8		
5	Desktop Worstations	2		
DRS Total (A)				
B. ITEMS THAT SHALL BE COVERED BY THE COMPREHENSIVE MAINTENANCE SERVICES IN THE DRS FOR THREE YEARS				
ITEM NO.	ITEM	QTY	UNIT COST	TOTAL COST
1	Genset 380kVA	1		



2	Diesel Fuel for the Genset (in liters)	1000		
3	Fire Suppression and Detection System	1 Lot		
4	Surge Suppression	1 Set		
5	Power Distribution Unit (PDU) 16A	22		
6	Power Distribution Unit (PDU) 32A	8		
7	Circuit Breakers	71		
8	Monitoring System (AirTek and BACnet systems)	1 Set		
9	Lighting System	29		
10	Power Metering System	6		
11	Raised Flooring System	1 Set		
12	Busbar	1 Set		
DRS Total (B)				
TOTAL FOR DRS (DRS Total A + DRS Total B)				
GRAND TOTAL (TOTAL FOR JDS + TOTAL FOR DRS) (inclusive of taxes)				₱
Amount in Words:				

Name: _____

Legal Capacity: _____

Signature: _____

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



FORM VIII – G

Contract Agreement Form

Republic of the Philippines
Supreme Court
Manila

**CONTRACT FOR COMPREHENSIVE MAINTENANCE SERVICES FOR
THE JUDICIARY DATA CENTER AND DISASTER RECOVERY SITE OF
THE SUPREME COURT INCLUDING REPLACEMENT OF THEIR KEY
COMPONENTS**

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this ____ day of _____ 20__ in the City of Manila by and between:

The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila represented herein by _____, in her capacity as the Clerk of Court of the Supreme Court of the Philippines, hereinafter referred to as the “**COURT**;”

-and-

_____, a business firm organized and existing in accordance with Philippine laws, with principal business address at _____ and represented by _____ in his capacity as the _____ of _____, hereinafter referred to as the “**SUPPLIER**.”

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on _____ an Invitation to Bid for the *Procurement of Comprehensive Maintenance Services for the Judiciary Data Center (JDC) and Disaster Recovery Site (DRS) of the Supreme Court Including Replacement of its Key Components*. The Invitation to Bid was posted on the PhilGEPS, on the Supreme Court Website, and on the Supreme Court Bulletin Boards located in conspicuous places within the **COURT'S** premises;

WHEREAS, the **SUPPLIER** won in the public bidding conducted by the **COURT** on _____ and was recommended by the



SC-BAC-GS, in its Memorandum dated _____, to be awarded the ontract for the Comprehensive Maintenance Services for the Judiciary Data Center (JDC) and Disaster Recovery Site (DRS) of the Supreme Court Including Replacement of its Key Components, which recommendation was approved by the Court *en banc* through its Resolution dated _____;

NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **SERVICE PROVIDER** hereby agree on the following:

ARTICLE I CONTRACT DOCUMENTS

1.1 OFFICIAL BID DOCUMENTS. The **SUPPLIER** shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:

- 1.1.1 Proposal and Price Schedule submitted by the **SUPPLIER**, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- 1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any
- 1.1.3 Schedule of Requirements;
- 1.1.4 Technical Specifications;
- 1.1.5 General and Special Conditions of the Contract;
- 1.1.6 Supplemental Bid Bulletins, if any;
- 1.1.7 Performance Security;
- 1.1.8 Notification of Award and the **SUPPLIER**'s *conforme* thereto;
- 1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **SUPPLIER** agrees that additional documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

1.2 COMPLEMENTARY NATURE. This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.

1.3 INCIDENTAL ITEMS. 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.

ARTICLE II EFFECTIVITY AND TERM OF SERVICE



- 2.1 **EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **SUPPLIER** of the Notice to Proceed. Performance of all obligations shall be reckoned from the effectivity date of the Contract. It shall continue for a period of three (3) years which is renewable, and shall incorporate a price and service review checkpoint at the end of the contract.
- 2.2 **DELIVERY DATE.** The comprehensive maintenance services, including the replacement of key components, must be delivered in accordance with the Technical Specifications and Schedule of Requirements.
- 2.3 **CONTRACT PRICE.** For and in consideration of the full and satisfactory delivery of the goods by the **SUPPLIER** and the acceptance thereof by the **COURT**, the **COURT** shall pay the agreed contract price of _____ (₱_____).

ARTICLE III REPRESENTATIONS/WARRANTIES

- 3.1 **PERFORMANCE WARRANTY.** The **SUPPLIER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.
- 3.2 **PRODUCT AND SERVICE WARRANTY.** . The **SUPPLIER** agrees to guarantee the goods against manufacturing defects from the date of issuance of the Certificate of Final Acceptance. In case of any defect discovered or found within this period, the **SUPPLIER** shall make the necessary replacement or repairs at no expense to the **COURT**.
- 3.3 **WARRANTY SECURITY.** After acceptance by the **COURT** of the goods, a warranty security shall be required from the **SUPPLIER** in the form of (1) retention money in the amount equivalent to one percent (1%) of every progress payment; or (2) a special bank guarantee equivalent to one percent (1%) of the total contract price which shall be valid for the entire period of the warranty from the date of acceptance. The warranty security shall answer for any loss, damage, injury or expense which may be incurred as a result of any defect in the goods. The said amount shall only be released after the lapse of the warranty period.

ARTICLE IV PERFORMANCE SECURITY

- 4.1 **AMOUNT AND FORM.** The **SUPPLIER** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and



the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (2) bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court.

4.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SUPPLIER** upon the issuance of the Certificate of Final Acceptance by the **COURT**; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SUPPLIER**.

4.3 **FORFEITURE.** The failure of the **SUPPLIER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

ARTICLE V TERMINATION OF CONTRACT

5.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part for default of the **SUPPLIER** or breach or violation of the terms and conditions of this Contract for just cause to determined by the **COURT**, which determination shall be final and binding to the **SUPPLIER**.

5.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined *prima facie* that the **SUPPLIER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.

5.3 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SUPPLIER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the **SUPPLIER** or breach of this Contract and the Official Bid Documents by the **SUPPLIER**.

5.4 **REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party



nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

ARTICLE VI VENUE OF ACTIONS

- 6.1 Any dispute arising from this Contract which cannot be resolved amicably by the contracting parties ***shall be tried*** in the proper court of the **City of Manila only**, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties have signed this agreement on the date and place first above-stated.

**SUPREME COURT OF THE
PHILIPPINES
(COURT)**

(SUPPLIER)

Represented by:

Represented by:

(Authorized Representative)

SIGNED IN THE PRESENCE OF:

(Witness of Supplier)



ACKNOWLEDGMENT

Republic of the Philippines)
City of Manila) S.S.

BEFORE ME personally appeared:

- 1) _____ with Supreme Court Identification
Card No. _____; and
2) _____ with Identification
Card No. _____

known to me to be the same persons who executed the foregoing Contract for the Comprehensive Maintenance Services for the Judiciary Data Center (JDC) and Disaster Recovery Site (DRS) of the Supreme Court Including Replacement of its Key Components and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of ____ pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of _____, 20__ at the City of Manila, Philippines.

MARIA CARINA M. CUNANAN
Deputy Clerk of Court
and Chief Administrative Officer
Supreme Court

**FORM VIII – H**

(The following form must be filled out and submitted; recopying/retyping this form is not allowed and may be a ground for disqualification)

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

**ITB No. 2021-30: Procurement of Comprehensive Maintenance
Services for the Judiciary Data Center (JDC) and
Disaster Recovery Site (DRS) of the Supreme
Court Including Replacement of its Key
Components**

To : Supreme Court of the Philippines
Padre Faura Street, Ermita, City of Manila

I/We, the undersigned, declared that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of (10) days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from the bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order If I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and



iii. Other terms of the contract; or

- b. replacement by the winning bidder of the submitted PSD with performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of _____ 20__ at _____.

Affiant/s

[Name/s and Signature/s of the Bidder's Authorized Representative
and his/her/their legal capacity/ies]

Name of Bidder Represented

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity/ies as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.