

NOTICE OF NEGOTIATED PROCUREMENT SUPPLY, DELIVERY AND INSTALLATION OF UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM MIS1913

The *Duty Free Philippines Corporation (DFPC)*, through its **Corporate Operating Budget 2019** intends to apply the sum of **Two Million Pesos (PhP2,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under contract for the supply, delivery, installation of UPS system. Best and final offers received in excess of the ABC shall be automatically rejected.

Pursuant to Section 53.1 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184), DFPC invites interested bidders to participate in the negotiation for the Project. **Prospective bidders must have at least three (3) years' experience in supply, delivery and installation of Uninterruptible Power Supply (UPS) system.** The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders.

Submission and opening of Eligibility and Technical Component based on the attached checklist (Refer to Annex "A") shall be on **04 March 2020 at 10:00AM and 10:15AM**, respectively at BAC Office Ground Floor EHA Bldg, Fiesta Mall, Columbia Complex Ninoy Aquino Ave., Parañaque City. Conduct of negotiation on the technical and financial requirements will follow immediately to be able to submit a responsive quotation.

Submission and opening of best and final offer based on final technical and financial requirements shall be on **10 March 2020 at 10:00AM and 10:15AM**, respectively at the address stated above and will be opened in the presence of the Bidders' representatives who choose to attend. **Late submission shall not be accepted.**

Prospective bidder shall submit one (1) original and three (3) copies of its Eligibility/Technical Component and Best and Final Offer.

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 5183.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the DFPC website, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their best and final offer.

DFPC 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 Section 41 of RA 9184 and its IRR, without thereby incurring liability to the affected bidder or bidders.

BAC Secretariat

Duty Free Philippines

EHA Bldg, Fiesta Mall, Columbia Complex

Ninoy Aquino Ave., Parañaque City

(632) 552-4343; (632) 5524-337 / 16555 loc. 3039

Fax No. (632) 879 3664 / 552-4345 / 552 4399 loc. 834/833

Email add.: bacsecretariat@dfp.com.ph

ENGR. JOEL R. PEREZ

BAC Chairperson

III. Bid Data Sheet

ITB Clause	
1.1	The PROCURING ENTITY is DUTY FREE PHILIPPINES CORPORATION The name of the Contract is SUPPLY, DELIVERY AND INSTALLATION OF UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM The identification number of the Contract is MIS1913 .
1.2	The lots and references is/are: PR No. – 7762
<u>2</u>	The Funding Source: The Government of the Philippines (GOP) through the 2019 Corporate Operating Budget of DUTY FREE PHILIPPINES CORPORATION in the amount of : Two Million Pesos (PhP2,000,000.00) The name of the project is: SUPPLY, DELIVERY AND INSTALLATION OF UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder should have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this

ITB Clause	
	<p>Project, equivalent to at least fifty percent (50%) of the ABC or:</p> <p style="text-align: center;">One Million Pesos (PhP1,000,000.00).</p> <p>For this purpose, similar contract shall refer to supply and delivery of anti-virus for virtualization.</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	<p>The Date and Venue of the Negotiation is:</p> <p style="text-align: center;">04 March 2020, 10:00AM</p> <p>DUTY FREE PHILIPPINES CORPORATION BAC Office EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave. Parañaque City</p>
10.1	<p>The PROCURING ENTITY's address is:</p> <p style="text-align: center;">Duty Free Philippines Corporation Ground Floor, EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Avenue, Parañaque City</p> <p style="text-align: center;">ENGR. JOEL R. PEREZ BAC Chairperson</p> <p>Thru: BAC Secretariat Tele No : 552 4337 loc 3039/3096, 552 4343 Fax No. 879 3664 / 552 4345 / 552 4399 loc. 834 bacsecretariat@dfp.com.ph</p>
12.1(a)	No further instructions.
12.1(a)(ii)	<p>The bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid should have been completed within three (3) years (2017- to 2019) prior to the deadline for the submission and receipt of bids.</p> <p>*Provide "<u>Certificate of Satisfaction/Acceptance/Completion</u>" from the listed companies as proof.</p>
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	<p>The ABC is</p> <p style="text-align: center;">Two Million Pesos (PhP2,000,000.00)</p>

ITB Clause											
	Any Bid with a financial proposal exceeding this amount shall not be accepted.										
15.4(a)(iv)	No incidental services are required.										
15.4(b)(i)	Not applicable.										
15.4(b)(ii)	No incidental services are required.										
16.1(b)	The Bid prices for Goods and services supplied from outside of the Philippines shall be quoted in Philippine Pesos.										
16.3	No further instructions.										
17.1	Bids will be valid until 08 July 2020 .										
18.1	<p>The bid security shall be in any of the following amounts:</p> <table border="1" data-bbox="428 911 1406 1814"> <thead> <tr> <th data-bbox="428 911 945 1003">ACCEPTABLE FORMS</th> <th data-bbox="945 911 1406 1003">AMOUNT</th> </tr> </thead> <tbody> <tr> <td data-bbox="428 1003 945 1142">1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank</td> <td data-bbox="945 1003 1406 1814" rowspan="2">Two Percent (2%) of the ABC or Forty Thousand Pesos (PhP40,000.00)</td> </tr> <tr> <td data-bbox="428 1142 945 1514">2. Bank draft/guarantee (<i>signed by the appointee</i>) or irrevocable letter of credit (<i>original and notarized</i>) 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</td> </tr> <tr> <td data-bbox="428 1514 945 1724">3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td data-bbox="945 1514 1406 1724">Five Percent (5%) of the ABC or One Hundred Thousand Pesos (PhP100,000.00)</td> </tr> <tr> <td data-bbox="428 1724 945 1814">4. Bid-Securing Declaration</td> <td data-bbox="945 1724 1406 1814">Refer to Bidding Form No. 2</td> </tr> </tbody> </table>		ACCEPTABLE FORMS	AMOUNT	1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Two Percent (2%) of the ABC or Forty Thousand Pesos (PhP40,000.00)	2. Bank draft/guarantee (<i>signed by the appointee</i>) or irrevocable letter of credit (<i>original and notarized</i>) 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	3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five Percent (5%) of the ABC or One Hundred Thousand Pesos (PhP100,000.00)	4. Bid-Securing Declaration	Refer to Bidding Form No. 2
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4. Bid-Securing Declaration	Refer to Bidding Form No. 2										
18.2	The bid security shall be valid until 08 July 2020 .										

ITB Clause	
20.3	Each Bidder shall submit one (1) original and three (3) copies of its Eligibility/Technical Component and Financial Component .
21	<p>The Address for Submission of Best and Final Offer is:</p> <p>DUTY FREE PHILIPPINES CORPORATION (DFPC) BAC Office Ground Floor EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave., Parañaque City</p> <p>The deadline for Submission of Best and Final Offer is on</p> <p>10 March 2020 at 10:00AM (based on DFPC's official time). Late bids shall not be accepted.</p>
24.1	<p>The place of Opening of Best and Final Offer is:</p> <p>DUTY FREE PHILIPPINES CORPORATION BAC Office Ground Floor EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave., Parañaque City</p> <p>The date and time of opening of Best and Final Offer is on:</p> <p>10 March 2020 at 10:15AM (based on DFPC's official time).</p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3(a)	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
28.4	No further instructions.
29.2	<ol style="list-style-type: none"> 1. 2018 Income Tax Return (<i>form 1701/1702</i>) with Audited Financial Statement. 2. Business Tax Return (<i>forms 2550M/2551M and 2550Q/2551Q</i>) for the last six (6) months (August 2020 to July 2020) prior to opening of Bids filed thru Electronic Filing and Payment System (EFPS). <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <ol style="list-style-type: none"> 3. Updated General Information Sheet received by the SEC. 4. BIR Certificate of Registration.

ITB Clause	
32.4(f)	No additional requirement.

V. SPECIAL CONDITIONS OF THE CONTRACT

GCC Clause			
1.1(g)	The PROCURING ENTITY is <i>Duty Free Philippines Corporation.</i>		
1.1(i)	The Supplier is _____		
1.1(j)	The Funding Source is: The Government of the Philippines (GoP) through the <i>2019 Corporate Operating Budget of Duty Free Philippines Corporation</i> in the amount of: Two Million Pesos (PhP2,000,000.00)		
1.1(k)	The Project Site is: DUTY FREE PHILIPPINES CORPORATION, 2nd Floor ICTD Server Room EHA Building, Ninoy Aquino Avenue, Parañaque City. EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Avenue, Parañaque City		
2.1	No further instructions.		
5.1	The PROCURING ENTITY's address for Notices is: DUTY FREE PHILIPPINES CORPORATION, EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave., Parañaque City <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">Vicente Pelagio A. Angala Chief Operating Officer Tel. Nos. (632) 8-879-3559 Fax No. (632) 8-552-4301</td> <td style="width: 50%; vertical-align: top;">Jose Ronnel V. Domingo ICTD Manager Tel. Nos. (632) 8-552 4364 Fax No. (632) 8-552 4363 domingojv@dfp.com.ph</td> </tr> </table> The Supplier's address for Notices is: _____ _____ _____	Vicente Pelagio A. Angala Chief Operating Officer Tel. Nos. (632) 8-879-3559 Fax No. (632) 8-552-4301	Jose Ronnel V. Domingo ICTD Manager Tel. Nos. (632) 8-552 4364 Fax No. (632) 8-552 4363 domingojv@dfp.com.ph
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GCC Clause	
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6.2	<p><u>Services Rendered and Documents</u></p> <p>Place of Delivery is at Duty Free Philippines Corporation (DFPC), 2nd Floor ICTD Server Room EHA Building, Fiestamall, Ninoy Aquino Avenue, Parañaque City. Risk and title to the Goods will pass from the Supplier to the DFPC upon receipt and final acceptance by the latter at the said place of delivery.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier as pre-requisite to payment are as follows:</p> <ol style="list-style-type: none"> 1. Original copy of the Supplier's invoice showing GOODS' description, quantity, unit price, and total amount signed by the PROCURING ENTITY's representative at the Project Site; 2. Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; 3. Original copy of the Manufacturer's and/or Supplier's warranty certificate; 4. Certificate of Acceptance/Inspection Report signed by the PROCURING ENTITY's representative/s at the Project Site; 5. As built plan. 6. UPS system testing and commissioning results. 7. Such other documents as the Procuring Entity may require to expedite payment. <p>For purposes of this clause the Procuring Entity's representative at the project site is Mr. Jose Ronnel V. Domingo or Ms. Victoria Y. Reyes</p> <p>UNDERTAKING OF THE SUPPLIER</p> <ol style="list-style-type: none"> 1. The SUPPLIER is responsible for the supply, delivery, installation, testing and commissioning of a continuous duty, Single Phase Uninterruptible Power Supply (UPS) system complete with extended battery module. 2. The SUPPLIER must ensure that the UPS system shall operate in conjunction with the existing power distribution system. In the event of an emergency, the SUPPLIER shall be able to supply independently clean and regulated uninterruptable power for computer equipment and other critical loads.

GCC Clause	
	<p>3. The SUPPLIER is responsible for the supply, delivery and installation of complete input and output cables including rough-ins, hangers and support.</p> <p>4. The SUPPLIER shall provide user trainings within the warranty period; Training shall include equipment, course materials, certification (for the training on installation, configuration and operations of the equipment). Training may be at either site of DFPC or the SUPPLIER'S preferred site, all cost relative to the conduct of training shall be at the expense of the SUPPLIER.</p> <p>5. The SUPPLIER must have a manufacturing plant and Customer Care facility in the Philippines.</p> <p>6. All necessary services, equipment, tools and materials to achieve 99.99% uptime must be provided, implemented, tested, and commissioned by the SUPPLIER at no additional cost to the PROCURING ENTITY.</p> <p>7. The SUPPLIER shall provide Quarterly check-up and Preventive Maintenance of the UPS system and batteries</p> <p>8. The SUPPLIER shall provide back-up/service unit in case of total breakdown during the warranty period.</p> <p><u>Incidental Services</u></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI, Schedule of Requirements:</p> <ol style="list-style-type: none"> 1. Performance or supervision of on-site assembly or installation and/or start-up of the supplied GOODS; 2. Furnishing of tools required for assembly and/or maintenance of the supplied GOODS, if any; 3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied GOODS; 4. 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; 5. 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. 6. Provision of service unit/s for any defective goods within 24 hours and within prescribe warranty term; <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>

GCC Clause	
	<p><u>Spare Parts</u></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> <ol style="list-style-type: none"> 1. Such spare parts as the PROCURING ENTITY may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> a. advance notification to the PROCURING ENTITY of the pending termination, in sufficient time to permit the PROCURING ENTITY to procure needed requirements; and b. 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 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 for the GOODS for a period of Five (5) years.</p> <p>Other spare parts and components shall be supplied as promptly as possible, but in any case within Thirty (30) days upon placement of 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 place of delivery, 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' place of delivery 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</p>

GCC Clause	
	<p>Contract Description Place of Delivery Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Insurance –</p> <p>The GOODS supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The GOODS remain at the risk and title of the Supplier until their final acceptance by the PROCURING ENTITY.</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 <i>force majeure</i> in accordance with GCC Clause 20.</p> <p>The PROCURING ENTITY accepts no liability for the damage of GOODS during transit other than those prescribed by INCOTERMS for DDP</p>

GCC Clause	
	<p>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 place of delivery.</p> <p>Patent 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>
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	<p>The inspection and test to be conducted are:</p> <ol style="list-style-type: none"> 1. UPS system testing and commissioning 2. Quality Assurance on workmanship 3. Checking units' conformity with the Technical Specifications.
17.3	<p>In partial modification of the provisions on warranty period provided under this Clause, the SUPPLIER shall provide a two (2) years warranty against factory defects and workmanship reckoned from the date of project acceptance. Warranty shall cover parts, batteries, labor and maintenance services.</p> <p>In consideration of the warranty obligations and the length of the warranty period, the SUPPLIER is advised to provide a special bank guarantee equivalent to five percent (5%) of the contract price and shall be valid until the warranty period lapses.</p>
17.4	<p>All components, system software, and parts furnished and installed by the SUPPLIER shall be guaranteed against defects in materials and workmanship for two (2) years. Repairs, reprogramming, or replacement of components shall be provided by the SUPPLIER free of charge within the warranty period.</p> <p>Materials provided but not yet installed by the SUPPLIER shall be limited to the product at no additional cost to the PROCURING ENTITY. All corrective software modifications made within the warranty period shall be updated on all user documentation and manufacturer-archived software disks.</p> <p>The SUPPLIER shall respond to the PROCURING ENTITY's request for warranty service within Twenty-Four (24) hours upon notification.</p>

GCC Clause	
	<p>In case of unit breakdown, the SUPPLIER shall immediately repair/replace the defective component/s or the entire unit, as the case may be, within Forty-Eight (48) hours upon notification.</p> <p>Failure of Supplier to repair/replace the defective component/s within the specified time, shall warrant a penalty of One Thousand Pesos (PHP1,000.00) for every hour of delay shall be charged, deductible from the special bank guarantee.</p>
21.1	No additional provision.

VI. SCHEDULE OF REQUIREMENTS

The SUPPLIER shall provide One (1) Lot Uninterruptible Power Supply (UPS) System:

ITEM NO.	DESCRIPTION	QUANTITY
1	Uninterrupted Power Supply (UPS) With Extended Battery Module	2 Units
2	SNMP/SNTP Network Cards	2 Units
3	Rack Cabinet	1 Unit
4	Rack Metered Power Strips	2 Units
5	Rack Mountable Automatic Transfer Switch	1 Unit
6	<ul style="list-style-type: none"> • Electrical Works and Materials including Project Management, Documentation, As Built Plans and Contingency • Technical Training (Troubleshooting and Basic Preventive Maintenance) 	1 Lot

Scope of Work:

9. Installation of the UPS System and its components from the server room to tapping point shall be properly coordinated with the Facilities Management Department (FMD), to prevent data loss and damage to the UPS System and I.T. Equipment.

10. Shutdown and transferring of load to the UPS shall be properly coordinated with I.T. Department and with proper planning to avoid disruption of operation and

damage to I.T. Equipment.

11. After the installation, testing and transfer of load, the SUPPLIER must also test and enable all of its functions and features such as remote monitoring, alerts and all notifications available in the system or software to avoid disruption of operation and monitor the conditions of the UPS as well as the equipment load.
12. The UPS system and batteries shall have provisions for all necessary interface connections and ancillary items such that it can be easily and economically expanded without disrupting operations.
13. The design of all of the system and components of this project (UPS system, UPS Batteries, & Power Distribution Unit including electro works must be configured and implemented in such a way that there will be No Single Point of Failure (NSPOF).
14. The entire system must be able to accommodate additional power connection of machines/equipment without resulting in any downtime.
15. Schedule of work for this project is limited to the time within which the store is not in operation.
16. Submit work plan and schedule of activities for the project.
17. Submit documentation (as built plan showing electrical wiring from tapping point, single line diagram and equipment layout).

Delivery Schedule

The SUPPLIER shall supply, deliver, install, commission and complete the above stated requirements within **Sixty (60) calendar days** from receipt of the Notice to Proceed (NTP).

Signature over printed name

Position

Duly authorized to sign this Schedule of Requirements for and on behalf of

Date: _____

VII. TECHNICAL SPECIFICATIONS

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 be ground for rejection of the bid under evaluation.** A statement either in the Bidders 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 provisions of ITB Clause 3.1 (a.2) and/or GCC Clause 2.1 (a.2).

MINIMUM SPECIFICATION		STATEMENT OF COMPLIANCE
1. UNINTERRUPTED POWER SUPPLY (UPS)		
BRAND	Please specify Brand and Model:	
	Brand and Model must be duly registered with: United States and/or European (CE) Patent and Trademark Office OR Intellectual Property Office of the Philippines and Phil. Trademark Registration	
TYPE	1 Phase (Single Phase) UPS with Extended Battery Module	
CAPACITY& OTHER REQUIREMENTS	11 KVA UPS	
	95% Efficiency at FULL Load	
	Power Module should be at least 11KVA, independent power, Hot- swappable, auto self-configuration	
	UPS System should be HOT SWAPPABLE BATTERY MODULE; This is to avoid SHUTDOWN of UPS System, in case One (1) Controller is subject for repair and replacement.	
	UPS System should have Static Bypass Transfer Switch in case of power failure.	
	UPS System should be LCD interface for easy check or view status of the UPS.	

MINIMUM SPECIFICATION			STATEMENT OF COMPLIANCE
	UPS Should have Two (2) pieces SINGLE PHASE, hot swappable. This is to make sure that when one UPS fails; UPS still in operational mode and can replace the defective in online mode.		
DIMENSION	Height	Not to exceed 500mm	
	Width	(2U+3U) or (3U+3U)	
	Depth	Not to exceed 800mm	
	Weight	Not to exceed 200kg	
OUTPUT	Minimum Output Power Capacity	11KVA/10KW (Frame)	
	Nominal Output Voltage	220V/230V/240V/250V	
	Output Frequency	50/60 Hz auto selection	
	Output Connection	Hardwired Single Phase	
	Output Waveform	True Sine Wave	
INPUT	Nominal Input Voltage	220/230/240V	
	Input Frequency	50 - 60Hz (auto sensing)	
	Input Connections	Hard Wired	
	Input Power Factor	0.99 Typical	
BYPASS	Grid System	Internal	
	Nominal Voltage	220v, 230v, 240v	
	Frequency Range	50Hz – 60Hz Auto sensing	
	Voltage Range for Main Operations	120V-280V without derating or 100V-280V with derating	
	Built in Maintenance Bypass and Static Bypass		
ENVIRONMENT	Operating Environment	0 – 40 degrees Celsius	
	Operating Humidity	0-95% non-condensing	
	Operating Elevation	0-999.9 meters	
	Audible Noise at 1 meter from surface of unit	40 to 60 dBA	
BATTERIES AND	Battery Type	VRLA Sealed, Lead Acid	

MINIMUM SPECIFICATION			STATEMENT OF COMPLIANCE
RUNTIME	Efficiency in Battery Operation	90.00%	
	Battery Runtime	60 minutes back-up time at 50% load.	
2. SNMP\SNTP NETWORK CARDS			
<ul style="list-style-type: none"> • Web/SNMP/SNTP • SNMP V1 and V3, IPV4 and IPV6 • Gigabit ETHERNET, 10/100/1000Mbps, auto negotiation, HTTP, HTTPS, TLS 1.2, SNMP V1, SNMP V3, NTP, SMTP, SMTPS DHCP CLI, SSH, ARP • Ethernet 10/100/1000 • Any SNMP Compliant Management System. UPS Should have Emergency Power off 			
3. RACK CABINET			
DIMENSIONS	Height	Not to exceed 2100mm	
	Width	Not to exceed 1000mm	
	Depth	Not to exceed 1100mm	
	Weight	Not to exceed 1500kg	
4. RACK METERED POWER STRIPS			
<ul style="list-style-type: none"> • Rack metered Power strips • Maximum input current: 32A • Input connections: IEC 309 32A 2P+E • Output connections: (6) IEC 320 C19 (Battery Backup) (36) IEC 320 C13 (Battery Backup) • Nominal Voltage: 230V • Power strip shall be same brand with the UPS and Power strip 			
5. RACK MOUNTABLE AUTOMATIC TRANSFER SWITCH			
<ul style="list-style-type: none"> • Rack mountable Automatic Transfer Switch • Maximum Total current draw 16A • ATS should have integrated current monitoring and alarms and built-in network management card • Nominal voltage 120-240V • Frequency 50-60Hz • Input Plug: 2 C20 • Output Plug: 8 C13, 1 C19 • ATS should have seamless power transfer (<10ms) features • 1u Horizontal positioning • TS should be same brand with the UPS and Power strip 			

MINIMUM SPECIFICATION	STATEMENT OF COMPLIANCE
6.OTHERS	
<ul style="list-style-type: none"> • Electrical Works and Materials including Project Management, Documentation, As Built Plans and Contingency • Technical Training (Troubleshooting and Basic Preventive Maintenance) 	

The inspection and test to be conducted are:

4. UPS system testing and commissioning
5. Quality Assurance on workmanship
6. Checking Units' conformity with the Technical Specifications.

ADDITIONAL REQUIREMENTS TO BE SUBMITTED ON THE DATE OF BID OPENING AS INTEGRAL PART OF THE TECHNICAL SPECIFICATIONS:

1. Certificate of Tier 1 or Tier 2 (or its equivalent partnership with their respective product manufacturer).
2. In case the bidder did not manufacture or otherwise produce the goods: Manufacturer's Authorization for the bidder to supply the goods under this contract. In case the bidder is a reseller, submit both Manufacturer's Authorization for the Distributor, and Distributor's Authorization for the bidder to supply the goods under this contract.
3. Authorized Service Partners' Certification from the Principal or Manufacturer or List of technical support service center and manpower (either 3rd party service center or in-house technical support).
4. Certification from the Manufacturer that the equipment to be supplied is brand new and intended for Philippine Market.
5. Submission of a detailed project implementation plan, work schedule, layout and diagram.
6. Certification that the bidder provides a 24/7 Technical Support Capabilities.
7. Proof that the Bidder's Manufacturer / Principal should have a Customer Care Center in the Philippines.
8. List of the following qualified personnel with their respective Curriculum Vitae (CV) and Certification:
 - Certified Data Center Professional
 - Safety Officer to oversee the implementation of the Project, Copy of Certification of Safety Training shall be provided

- Certified Electronics / Electrical Engineer fully certified by the vendor of the offered modular UPS.

9. Name of person/s responsible for restoring service due to outages and provide his contact details i.e. contact person, position, contact numbers and email address.

10. Certificate of Site Inspection (Bidding Form no.7)

Signature over printed name

Position

Duly authorized to sign this compliance to the Technical Specification for and on behalf of

(Insert Name of the Bidder's Company)

Bidding Form No. 1

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

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

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

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

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

NFCC = PhP _____

Submitted by:

Name of Bidder

Signature of Authorized Representative over Printed Name

Date: _____

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

BID SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No.1: *[Insert reference number]*

To: Duty Free Philippines Corporation
Fiestamall, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

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/Highest Rated 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 [month] [year] at [place of execution].

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

SUBSCRIBED AND SWORN to before me this __ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Identification Card No. _____ issued on _____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
MCLE Compliance No. _____ [date issued]

PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

1. *Select one, delete the other:*

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

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

2. *Select one, delete the other:*

If a sole proprietorship: As the owner and sole proprietor of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of Duty Free Philippines Corporation;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

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

6. *Select one, delete the rest:*

If a sole proprietorship: I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project

Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge 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) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project];
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
MCLE Compliance No. _____ *[date issued]*

PTR No. _____ *[date issued]*, *[place issued]*
IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Bidding Form No. 4

BID FORM

Date: _____

To: **ENGR. JOEL R. PEREZ**
Duty Free Philippines Corporation
Fiestamall, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers **[insert numbers]**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **SUPPLY, DELIVERY AND INSTALLATION OF UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM (MIS1913)** in conformity with the said Bidding Documents for the sum of _____ **[STATE HERE TOTAL BID AMOUNT IN WORDS AND FIGURES]** _____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted 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 as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Bidding Form No. 5

PRICE SCHEDULE

Name of Bidder _____

ITEM NO.	DESCRIPTION	BRAND/ MODEL	UNIT/LOT PRICE	*APPLICABLE TAXES	QUANTITY	TOTAL PRICE
1.	Uninterrupted Power Supply (UPS) With Extended Battery Module				2 Units	
2.	SNMP/SNTP Network Cards				2 Units	
3.	Rack Cabinet				1 Unit	
4.	Rack Metered Power Strips				2 Units	
5.	Rack Mountable Automatic Transfer Switch				1 Unit	
6.	<ul style="list-style-type: none"> • Electrical Works and Materials including Project Management, Documentation, As Built Plans and Contingency • Technical Training (Troubleshooting and Basic Preventive Maintenance) 				1 Lot	
GRAND TOTAL						

**For Applicable taxes, please refer to ITB Clause 28.6 of the Bidding Documents*

Signature over printed name

Position

Duly authorized to sign this Price Schedule for and on behalf of _____

Date: _____

Bidding Form No. 6

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between Duty Free Philippines Corporation (hereinafter called "the Entity") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____
(for the Entity)

Signed, sealed, delivered by _____ the _____
(for the Supplier)

[ACKNOWLEDGEMENT]

Bidding Form No. 7

CERTIFICATION FOR SITE INSPECTION

In compliance with the requirements of the Duty Free Philippines Corporation, the (name of the bidder's firm/company) hereby certify that we have inspected the premises for the **SUPPLY, DELIVERY AND INSTALLATION OF UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM (MIS1913)** (state applicable Lot) project.

Name and Signature of authorized representative

Position: _____

Bidder's Company Name: _____

Attested by:

Procuring Entity's Representative

Bidding Form No. 8

REQUEST FOR RECONSIDERATION

Date of Issuance

ENGR. JOEL R. PEREZ

Duty Free Philippines Corporation
Fiestamall, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

Dear Sir:

In relation to the results of the Bid Opening/Post-Qualification conducted for the bidding of the **SUPPLY, DELIVERY AND INSTALLATION OF UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM (MIS1913)** held on _____ (date and time) _____ at _____ (venue) _____, we would like to request for reconsideration the decision of "Ineligibility" of our of our firm on the following grounds:

We are hoping for your consideration.

Very truly yours,

Name of the Representative of the Bidder
Position of the Representative
Name of the Bidder

Received by the BAC:

Date: _____