

# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Government of the Republic of the Philippines



**Department of Agriculture -  
Bureau of Fisheries and Aquatic Resources  
(DA- BFAR)**

## Bid Reference No.: 2023-32

**“ONE (1) YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE IT INFRASTRUCTURE AND AUXILIARY EQUIPMENT OF THE BUREAU OF FISHERIES AND AQUATIC RESOURCES”**

LOT NO.	PR NO.	LOT TITLE	APPROVED BUDGET FOR THE CONTRACT (ABC) (PHP)	END-USER
1	23-06-750	ONE (1) YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE IT INFRASTRUCTURE AND AUXILIARY EQUIPMENT OF THE BUREAU OF FISHERIES AND AQUATIC RESOURCES	₱ 13,500,000.00	ATTY. ANGELICA M. VILLAFUERTE Head, FRIMC
TOTAL			₱ 13,500,000.00	

Sixth Edition  
July 2020

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>2</b>
<b>Section I. Invitation to Bid.....</b>	<b>5</b>
<b>Section II. Instructions to Bidders.....</b>	<b>9</b>
1. Scope of Bid .....	10
2. Funding Information.....	10
3. Bidding Requirements .....	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	10
5. Eligible Bidders.....	10
6. Origin of Goods .....	11
7. Subcontracts .....	11
8. Pre-Bid Conference .....	12
9. Clarification and Amendment of Bidding Documents .....	12
10. Documents comprising the Bid: Eligibility and Technical Components.....	12
11. Documents comprising the Bid: Financial Component .....	12
12. Bid Prices .....	13
13. Bid and Payment Currencies .....	13
14. Bid Security .....	14
15. Sealing and Marking of Bids .....	14
16. Deadline for Submission of Bids .....	14
17. Opening and Preliminary Examination of Bids .....	14
18. Domestic Preference .....	15
19. Detailed Evaluation and Comparison of Bids .....	15
20. Post-Qualification .....	15
21. Signing of the Contract .....	15
<b>Section III. Bid Data Sheet .....</b>	<b>16</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>21</b>
1. Scope of Contract .....	22
2. Advance Payment and Terms of Payment .....	22
3. Performance Security .....	22
4. Inspection and Tests .....	22
5. Warranty .....	23
6. Liability of the Supplier .....	23
<b>Section V. Special Conditions of Contract .....</b>	<b>24</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>33</b>
<b>Section VII. Technical Specifications .....</b>	<b>34</b>
<b>Section VIII. Checklist of Technical and Financial Documents.....</b>	<b>44</b>

# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**–Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** –Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology

projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

## ***Section I. Invitation to Bid***



Republic of the Philippines  
Department of Agriculture  
Bureau of Fisheries and Aquatic Resources  
**BIDS AND AWARDS COMMITTEE OFFICE**  
2/F Fisheries Bldg. Complex, BPI Compound, Brgy. Vasra, Visayas Ave., Quezon City  
Tel. No.: +02. 8332. 4661 website: [www.bfar.da.gov.ph](http://www.bfar.da.gov.ph) e-mail: [bac.eps@bfar.da.gov.ph](mailto:bac.eps@bfar.da.gov.ph)

## INVITATION TO BID FOR:

### BID REFERENCE NO. 2023-32

# **“ONE (1) YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE IT INFRASTRUCTURE AND AUXILIARY EQUIPMENT OF THE BUREAU OF FISHERIES AND AQUATIC RESOURCES”**

1. The Department of Agriculture (DA) - Bureau of Fisheries and Aquatic Resources (BFAR) through the General Appropriations Act for 2023 intends to apply the sum of **THIRTEEN MILLION FIVE HUNDRED THOUSAND PESOS ONLY (₱ 13,500,000.00)** being the ABC to payments under the contract for **Bid Reference No. 2023-32** entitled **“ONE (1) YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE IT INFRASTRUCTURE AND AUXILIARY EQUIPMENT OF THE BUREAU OF FISHERIES AND AQUATIC RESOURCES”**.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

LOT NO.	PURCHASE REQUEST NO.	DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (ABC) (PHP)	BIDDING DOCUMENT FEE (PHP)
1	23-06-750	ONE (1) YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE IT INFRASTRUCTURE AND AUXILIARY EQUIPMENT OF THE BUREAU OF FISHERIES AND AQUATIC RESOURCES	₱ 13,500,000.00	₱ 25,000.00
TOTAL			₱ 13,500,000.00	₱ 25,000.00

2. The DA-BFAR now invites bids for the above Procurement Project. Delivery of the Goods is required within the period stated in Section VI - Schedule of Requirements. 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 via electronic or online means using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 and in accordance with the procedural guidelines under BAC Resolution No. 2020-55, attached hereto as Annex A “Adoption of Guidelines for the Electronic Submission of Bids in accordance with GPPB Resolution 09-2020”.

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

4. Prospective Bidders may obtain further information from the BFAR BAC Secretariat through the electronic mailing address given below, and inspect the Bidding Documents at [www.bfar.da.gov.ph](http://www.bfar.da.gov.ph).
5. A complete set of Bidding Documents may be acquired by interested Bidders at the **2/Floor, BAC Office, Fisheries Building Complex, BPI Compound, Brgy. Vasra, Visayas Ave., Quezon City** and/or through **electronic means** and upon payment of a *non-refundable* fee for the Bidding Documents in the amount stated above. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or through electronic means.
6. The DA-BFAR will hold a Pre-Bid Conference<sup>1</sup> through a video conference call using Zoom application which shall be open to interested bidders who have successfully completed registration one (1) calendar day prior to the pre-bid conference using Google Form [https://docs.google.com/forms/d/e/1FAIpQLSfRrdChbA2LS0SKdEODIqXaFcJ2nGpWwqsy90FZJt1DnQrZGA/viewform?usp=pp\\_url](https://docs.google.com/forms/d/e/1FAIpQLSfRrdChbA2LS0SKdEODIqXaFcJ2nGpWwqsy90FZJt1DnQrZGA/viewform?usp=pp_url) .
7. The Schedule of Procurement Activities are:

PROCUREMENT ACTIVITIES	DATE	TIME	VENUE
PRE-BID CONFERENCE	20 July 2023 (Thursday)	9:00 AM	via ZOOM
DEADLINE OF SUBMISSION AND RECEIPT OF BIDS	01 August 2023 (Tuesday)	8:30 AM	BFAR-BAC OFFICE 2/F, Fisheries Bldg. Complex, BPI Compound, Brgy. Vasra, Visayas Avenue, Quezon City

<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.



DATE OF OPENING OF BIDS	01 August 2023 (Tuesday)	9:00 AM	via ZOOM
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8. Bids must be duly received by the BAC Secretariat through the options given below and as indicated in Section III - Bid Data Sheet, ITB Clause 15 of this bidding document, on or before **01 August 2023 (Tuesday), 8:30 A.M.**
  - (i) manual submission at the office address: **2/F, BFAR BAC Office, Fisheries Building Complex, BPI Compound, Brgy. Vasra, Visayas Avenue, Quezon City;**
  - (ii) both (manual and electronic submission) E-submission at [bac.eps@bfar.da.gov.ph](mailto:bac.eps@bfar.da.gov.ph). Please see BFAR-BAC Online bidding procedure.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
10. Bid opening shall be through a video conference call via the **“Zoom”** application. Bids will be opened in accordance with the BFAR BAC procedure for online bidding as stated in **“Annex A, Bidder’s kit VII”**. **Late bids shall not be accepted.**
11. The DA-BFAR reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:  
  
BFAR-BAC Secretariat  
Address: 2/Floor, BFAR BAC Office, Fisheries Building Complex, BPI Compound,  
Brgy. Vasra, Visayas Ave., Quezon City  
Email: [bac.eps@bfar.da.gov.ph](mailto:bac.eps@bfar.da.gov.ph)  
Telephone number: 09988665159  
Website address: [www.bfar.da.gov.ph](http://www.bfar.da.gov.ph)
13. You may visit the following websites:  
  
For downloading of Bidding Documents: [www.bfar.da.gov.ph](http://www.bfar.da.gov.ph)

*Issued this 12<sup>th</sup> day of July 2023.*

***ORIGINAL SIGNED***  
**ATTY. MICHAEL S. ANDAYOG**  
Chairperson, Bids and Awards Committee (BAC)

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

## 1. Scope of Bid

The DA-BFAR wishes to receive Bids for the **“ONE (1) YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE IT INFRASTRUCTURE AND AUXILIARY EQUIPMENT OF THE BUREAU OF FISHERIES AND AQUATIC RESOURCES”** with identification number **2023-32**.

The Procurement Project (referred to herein as “Project”) is composed of **one (1) lot**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2023 in the amount of **THIRTEEN MILLION FIVE HUNDRED THOUSAND PESOS (Php 13,500,000.00) ONLY**.

2.2. The source of funding is General Appropriations Act FY 2023.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at *least fifty percent (50%)* of the ABC.
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least **twenty-five percent (25%)** of the ABC.
- 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. 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. 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 through a video conference call using the Zoom application on **20 July 2023 (Tuesday), 9:00A.M.** which shall be open to prospective bidders who have successfully completed registration one (1) calendar day prior to the pre-bid conference via **[https://docs.google.com/forms/d/e/1FAIpQLSfRrdChbA2LS0SKdEODIqXaFcI2nGpWwqsy90FZJt1DnQrZGA/viewform?usp=pp\\_url](https://docs.google.com/forms/d/e/1FAIpQLSfRrdChbA2LS0SKdEODIqXaFcI2nGpWwqsy90FZJt1DnQrZGA/viewform?usp=pp_url)** and in accordance with the "Annex A, Bidder's Kit - I" as indicated in paragraph 6 of the IB.

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

Prospective bidders may request 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<sup>2</sup> 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 **November 29, 2023**. 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 bids in accordance with Section III – Bid Data Sheet, ITB Clause 15.

## **16. Deadline for Submission of Bids**

- 16.1. The Bidder shall submit bids on or before **01 August 2023 (Tuesday), 8:30A.M.** at the **2/F BFAR BAC Office, Fisheries Bldg. Complex, BPI Compound, Brgy. Vasra, Visayas Ave., Quezon City** and electronic documents through **bac.eps@bfar.da.gov.ph** as indicated in paragraph 7 of the **IB**.

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

- 17.1. The BAC shall open the Bids on **01 August 2023 (Tuesday), 9:00A.M.** via video conference through “Zoom” application. Bids will be opened in accordance with the BFAR BAC procedure for online bidding as stated in the “**Bidder’s kit VII**” as 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.

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

## 18. Domestic Preference

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

## 20. Post-Qualification

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

## 21. Signing of the Contract

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



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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE IT INFRASTRUCTURE AND AUXILIARY EQUIPMENT.</li> <li>b. Bidder must have completed a single contract that is similar to this Project, equivalent to at least <b>Twenty-five percent (25%)</b> of the ABC within <b>Five (5) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>₱ 270,000.00 [2% of ABC]</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> </ul> <p style="text-align: center;"><u>OR</u></p> <ul style="list-style-type: none"> <li>b. The amount of not less than <b>₱ 675,000.00 [5% of ABC]</b> if bid security is in Surety Bond.</li> </ul>

**Guidelines on the Sealing and Marking**

A. Participating bidders/suppliers may submit their bidding documents through either of the following forms:

**1. Hardcopy/ Physical document**

- Submitted directly thru the Bids and Awards Committee (BAC) Office, at the following address:

[Bids and Awards Committee \(BAC\) Office](#)  
[Bureau of Fisheries and Aquatic Resources](#)  
[Fisheries Building Complex, BPI Compound, Brgy. Vasra,](#)  
[Quezon City](#)

**Note: If the participating bidders/suppliers only submits a hard copy of the document, and the same is discovered to be damaged or the entries thereof are not readable during the opening thereof, said participating bidders/suppliers loses his privilege to participate in the bidding.**

**2. Electronic and hardcopy**

- The hardcopy/ physical document shall be scanned and encrypted with password (refer to Annexes - BFAR Online bidding for the procedure).
- The scanned document will be sent via email at the following email address:  
[bac.eps@bfar.da.gov.ph](mailto:bac.eps@bfar.da.gov.ph)
- Bidders/suppliers may opt to submit both electronic and hardcopy in compliance with the abovementioned details.

**Note: In case the electronic copy is discovered to be corrupted during opening, the back-up hardcopy will be opened as alternative option. However, in the event that both electronic copy and hardcopy are corrupted and/or not readable participating bidders/suppliers loses his privilege to participate in the bidding.**

**A. LABELLING AND MARKING INSTRUCTIONS FOR THE SUBMISSION OF HARD COPIES.****1. Main envelope shall:**

- (a) bear addressed to the Procuring Entity's BAC;
- (b) bear the specific identification/ Bid Reference Number of this bidding;
- (c) contain the name of the contract/Project Title to be bid;
- (d) bear the Company name, address, and contact details of the Bidder;
- (e) bear a warning "DO NOT OPEN BEFORE (the date and time of opening of Bids)."

**2. Bidders shall enclose the First component (Eligibility and Technical documents) and Second component (Financial documents) of their bid.****3. Each Bidder shall submit *one (1)* original and *two (2)* copies of the first and second component of its bid.****4. The inner envelopes of the first and second components shall be similarly sealed and duly marked as Original, Copy 1, and Copy 2.**

5. Each component must contain a Table of Contents and all documents attached should be properly tabbed and bound.
6. All pages should be signed by the bidder or bidder's authorized representative.

#### FORMAT FOR LABELLING OF BID ENVELOPE

Atty. Michael S. Andayog  
Chairperson  
Bids and Awards Committee  
2/F, Fisheries Bldg. Complex, BPI  
Compound, Brgy. Vasra, Visayas Ave.,  
Quezon City

Bid for  
Bid Reference No.: \_\_\_\_\_  
Project Title: \_\_\_\_\_

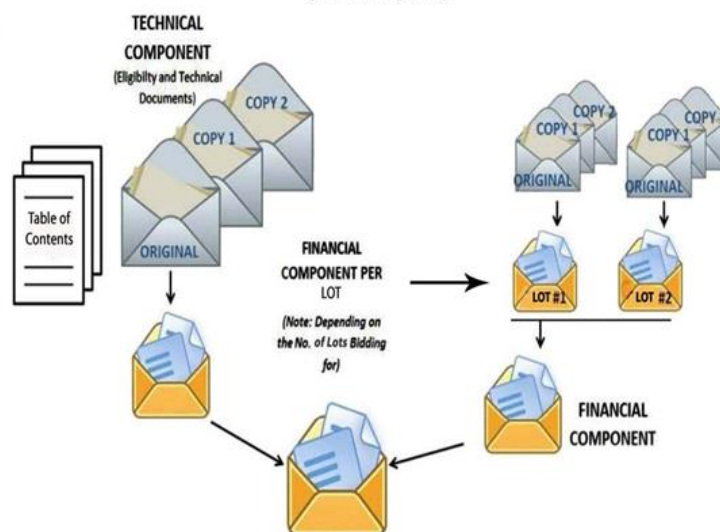
Submitted by:  

- BIDDER'S COMPANY NAME
- BIDDER'S COMPANY ADDRESS
- BIDDER'S CONTACT DETAILS

DO NOT OPEN BEFORE: \_\_\_\_\_

#### SEALING AND MARKING OF BIDS

(for each component)



**Important:** DA-BFAR will assume that the submitted electronic copies must be the same with the printed copies.

#### B. GUIDELINES ON THE ELECTRONIC SUBMISSION AND RECEIPT OF BIDS:

**Please refer to BFAR-BAC Online Bidding Procedure.**

Deadline of submission and receipt of bids (Manual and Electronic):

- **01 August 2023 (Tuesday), 8:30 A.M.**

*List the grouping of lots by specifying the group title, items, and quantity for every identified lot, and the corresponding ABC for each lot.*

LOT NO.	DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (ABC) (PHP)
1	ONE (1) YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE IT INFRASTRUCTURE AND AUXILIARY EQUIPMENT OF THE BUREAU OF FISHERIES AND AQUATIC RESOURCES	₱ 13,500,000.00

20.2	<ol style="list-style-type: none"> <li>1. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:               <ol style="list-style-type: none"> <li>i. 2022 Income Tax Return with proof of payment; and</li> <li>ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the previous 6 months.</li> </ol> </li> </ol>
21.2	<i>No further instruction.</i>

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

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

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

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



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

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to <b>BFAR CENTRAL OFFICE</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For the purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b><u>ATTY. ANGELICA M. VILLAFUERTE</u></b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>
	<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><b>Spare Parts –</b></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"> <li>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.</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> 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.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within (<i>please refer below</i>) months of placing the order.</p> <p><b><u>Lot 1-</u></b> immediately from the receipt of Notice to Proceed (NTP) by the winning bidder.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></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><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>No further instruction.</i>
4	<i>No further instruction.</i>

## ***Section VI. Schedule of Requirements***

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

<b>LOT NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>DELIVERED, WEEKS/MONTHS</b>
<b>1</b>	<b>ONE (1) YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE IT INFRASTRUCTURE AND AUXILIARY EQUIPMENT OF THE BUREAU OF FISHERIES AND AQUATIC RESOURCES</b>	1 lot	Within five (5) calendar days from the receipt of Notice to Proceed (NTP) by the winning bidder.
<b>Place of Delivery:</b> BFAR Central Office Fisheries Building Complex, BPI Compound, Brgy. Vasra, Visayas Avenue, Quezon City.  <b>Address:</b> BFAR Fisheries Regulatory Information management Center (FRIMC)			

**I hereby commit to deliver all the above requirements in accordance with the above stated schedule.**

\_\_\_\_\_  
**Name of Company**

\_\_\_\_\_  
**Signature over Printed Name of  
Authorized Representative**

\_\_\_\_\_  
**Date**

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

# Technical Specifications

**LOT TITLE:** "ONE (1) YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE IT INFRASTRUCTURE AND AUXILIARY EQUIPMENT OF THE BUREAU OF FISHERIES AND AQUATIC RESOURCES"

**Approved Budget for the Contract (ABC) :**

**Php 13,500,000.00**

Specification			Statement of Compliance
Unit	Item Description	Quantity	<i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. 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.]</i>
Lot 1	<b>One (1) year Comprehensive Maintenance and Support Services for the IT Infrastructure and Auxiliary Equipment of the Bureau of Fisheries and Aquatic Resources with atleast two (2) manpower compliment included</b>		
	Maintenance services shall cover the four (4) operational units of 20KVA-capacity UPS installed at the Data Center.	4	
	ELECTRICAL SYSTEM & TRANSFORMER	1	
	Maintenance services for the Precision Air Conditioning (PACU)	2	
	Maintenance services for the fire suppression system	1	
	Internet of Things (Water Leak Detection System & Temperature and Humidity)	1	
	Data Racks, IDF Racks, Cold Aisle Containment, PDU, Electrical and ELV cable tray	1	
	Door Access System	1	

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

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

\_\_\_\_\_  
Signature over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Date



# **TERMS OF REFERENCE**

**LOT TITLE: ONE (1) YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE IT INFRASTRUCTURE AND AUXILIARY EQUIPMENT OF THE BUREAU OF FISHERIES AND AQUATIC RESOURCES.**

## **I. BACKGROUND**

The Bureau of Fisheries and Aquatic Resources has a Data Center facility used to house computer systems of all of the Web Applications of the Bureau with associated components, such as centralized telecommunications using Voice over IP (VoIP), storage servers, named servers, and core network infrastructure such as firewalls, switches, and any other devices used to communicate with other government agencies including the Department of Agriculture with is the mother Department of the said Bureau.

Moreover, The BFAR Central Office Data Center acts as the Central Repository of (7) National Centers, (16) Regional Fisheries Offices (RFO), (84) Provincial Fisheries Offices (PFO), and (53) Technology Outreach Stations (TOS). Also, BFAR Data Center used to centrally host all BFAR official websites, and regulatory systems such as; Fisherfolk Registration System (FRS), Boat Registration System (BoatR), Fisheries Electronic Licensing Information System (FELIS), Fisheries Law Enforcement Management Information System (FLEMIS), Administrative Case System (ACS), Local Transport Permit System (LTPS), Fisheries Resource Geospatial Information System (FRGIS), Electronic Catch Documentation and Traceability System( ECDTS). Also host all administrative systems of the Bureau such as; Human Resource Management Information System (HRMIS), Time and Attendance Management System (TAMS), Online Personal Data Sheet (OPDS), Document Tracking System (DTS), Electronic New Government Accounting System (eNGAS), Electronic Budget System (eBudget), and other information management systems of the Bureau.

Noteworthy, due to the lack of manpower to maintain the ff; Precision Air-Conditioning Units (PACU), Fire Suppression System – FM200, and Electrical System, and due to the high demand in modernizing and rapidly improving all regulatory and administrative systems, the FRIMC decided to outsource those maintenances to focus with the continually improving the services and maintaining BFAR Network, Server and Telecommunications Infrastructure.

Accordingly, this is in collaboration with the Fisheries Regulatory Information Management Center (FRIMC) under the BFAR Directors Office (DO) which establishes, manages, and operates the said comprehensive fisheries information to establish a secured and resilient ICT infrastructure that will handle all vital information of the Bureau of Fisheries and Aquatic Resources (BFAR) and continue the development, improvement, and modernization of all BFAR information and registration systems.

## **II. OBJECTIVES**

1. To continuously maintain core data center appliances such as Precision Air-Conditioning Unit (PACU), Fire Suppression, and Electrical System
2. To support and sustain the continually advancing technological needs of the Bureau in general.

### III. DOCUMENTARY REQUIREMENTS

1. Copy of contracts for the specific experience on the data center equipment and utilities for the past 1 year:
  - UPS (existing brand- Eaton)
  - Precision Air conditioning unit (existing brand- Montair)
  - Fire Suppression System (existing brand- Kidde)
2. Authorized partner or reseller or distributor certification of the following equipment currently installed in BFAR or equivalent:
  - Montair for Precision Air Conditioning Units (PACU) or equivalent technology
  - Eaton for Uninterruptible Power Supply (UPS) or equivalent technology
  - Kidde for Fire Suppression System or equivalent technology
3. Non-Disclosure Agreement should be signed by the winning bidder as part of ISO 27001 Certification of the FRIMC.
  - a. All personnel involved in the Contract.

### IV. MANPOWER REQUIREMENTS

- a. **One (1) Safety Officer-** should be a licensed engineer with at least one (1) year experience as a safety officer. Must have completed the prescribed course in Occupational Safety and Health as required by DOLE.
- b. **One (1) Personnel for PACU-** A regular employee with at least (1) one year of experience in the installation or configuration of precision air conditioning units. With a Training certificate issued by the training center, Manufacturer or Distributor, or any similar training institution.
- c. **One (1) Electrician-** With at least Two (1) year experience as an electrician in similar works and NC II Certificate from TESDA or TESDA Accredited Center.

### V. MANPOWER SUPPORT SERVICE

#### 1. Onsite technical support

Provide at least two (2) onsite technical personnel for a period of twelve (12) months to perform tasks required for continuous Data Center operation. The onsite technical personnel will alternately be on duty from Monday to Sunday.

- **Monday-Friday 12x5 – (8pm to 8am shift)**
- **Saturday-Sunday 24hrs**
- **Holidays 24hrs**

They are responsible to perform daily monitoring, support, troubleshooting and reporting of the Data Center and Auxiliary Components. The technical personnel must have the following qualifications:

**2. Trained in the existing major Data Center components:**

- Precision Air Conditioning Unit
- Uninterruptible Power Supply
- Fire Suppression System

**3. Technical Support from Main Office of the Service Provider**

Designate a head office-based personnel who will be responsible in managing and providing administrative support for the service as follows:

- a. One (1) Primary Contact Service Manager- responsible for monitoring and managing operations of the service at BFAR.
- b. Back Office Support- provide administrative support service including processing relevant documents pertinent to the administration of the service herein required.
- c. Phone and email support: 24 x 7 Monday – Sunday including holidays.
- d. On-call personnel/Emergency Response Team: 24 x 7 Monday- Sunday including regular holidays, special holidays and government announced holidays. On call support is provided in situations that require the presence of Technical Personnel at BFAR site as urgently needed to perform critical activities. Response time is within 2 hours from receipt of call.

**4. Provide service reports and documentation**

- a. Incident report (if any)
- b. Site inspection report
- c. Quarterly activity summary report

**VI. BIDDER QUALIFICATION REQUIREMENTS**

1. Must have completed a similar contract/project with government or private agencies equivalent to twenty-five percent (25%) of the ABC within five (5) years from the date of submission and receipt of bids that includes the following components:
  - a. Fire Suppression System
  - b. Precision Air-conditioning Unit
  - c. Electrical System and & Transformer
2. Must be an ICT Company or equivalent, operating in the Philippines for the past 10 years and experienced the following classifications:
  - a. Fire Suppression System
  - b. Air-Conditioning and Refrigeration Works
  - c. Electrical System and Transformer
3. Bidder Supporting Documents
  - Curriculum Vitae;
  - Certificate of Employment issued by the Bidder; and
  - Training Certificate or Technical Certification related to the requirements.

## **VII. SERVICE LEVEL AGREEMENT**

1. The maintenance and support services to be provided by the service provider to BFAR shall be on a 24 x 7 basis which can be delivered in the form of telephone and electronic mail.
2. Problem and resolution shall inform the BFAR. Resolution which shall refer to a condition wherein the reported problem is resolved by the service provider to the satisfaction of the BFAR shall be delivered within two (2) hours from receipt of the service call.
3. The service provider shall notify in writing the BFAR for any on-site technical support to be rendered beyond regular office hours, subject to approval by concerned BFAR officials.
4. The maintenance service shall include all activities related to Preventive and Remedial Maintenance to keep and maintain the equipment including its components and licenses in good working condition.
5. Regular Preventive Maintenance shall be performed monthly for the equipment and its components. It shall cover the following activities:
  - a. Physical Checkup
  - b. External Cleaning
  - c. Checkup of configuration and utilization
6. Remedial Maintenance on an on-call basis during the preventive maintenance services shall be provided as the need arises and shall be accompanied by a Remedial Maintenance Report.
7. If the condition necessitates On-Site support, the service provider shall provide on-site support depending on the following severity:

Severity 1	Critical	Critical major service failure of the equipment completely interrupts the operation of BFAR	Response time is within 2 hours from receipt of call.
Severity 2	High	Substantial service failure of the equipment leading to major delays to most offices of the BFAR	On-Site Support on the Same Business Day or remote access can be arranged.
Severity 3	Important	Standard service failure of the equipment with no or negligible impact to the operations of the BFAR	On-Site Support within 5 Business Days
Severity 4	Normal	Requests for information with reference to the CONTRACTOR'S Technical Support On-Site assistance.	On-Site Support can be scheduled

8. The service provider shall submit a report stating that there are no pending issues at the end of the contract period which the BFAR shall concur.

9. The service provider shall ensure that the on-call Technical Support has the capability to provide a thorough analysis of the technical problems escalated by the BFAR and provide immediate and permanent solutions.
10. The service provider warrants, represents, and undertakes the reliability of the service and that their manpower complements are hardworking, qualified/reliable, and dedicated to do the service required to the satisfaction of BFAR. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound. It shall not employ BFAR employees to work in any category whatsoever.
11. The service provider shall coordinate with the authorized and/or designated BFAR personnel in the performance of their jobs.

**OTHERS:**

**A. LEGAL DOCUMENTS**

1. PHILGEPS Certificate of Registration and Membership under Platinum Category.

**B. TECHNICAL DOCUMENTS**

2. Sworn statement of all its ongoing and completed 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, within the last three (3) years from the bidding date.
3. Sworn statement of the bidder's largest completed contract (SLCC) similar to the contract to be bid, equivalent to at least twenty-five percent (25%) of the ABC to be bid in the amount of Thirteen Million Five Hundred Thousand Pesos (P 13,500,000.00) within the last five (5) years from the bidding date:

$$\text{Php } 13,500,000.00 \times 25\% = \text{Php } 3,375,000.00.$$

4. Sworn Bid Securing Declaration.
5. Omnibus Sworn Statement.
6. Secretary's Certificate.
7. Sworn Statement from the Corporate Secretary as to the list of stockholders, numbers of shares owned and percentage of shareholdings, executed within three (3) months before the date of the bidding.

**C. FINANCIAL DOCUMENTS**

8. Audited Financial Statements stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from the date of bid submission.
9. Net Financial Contracting Capacity (NFCC) computation.

**CLASS "B" DOCUMENTS**

11. If applicable, Valid Joint Venture Agreement (JVA), in case of a joint venture in existence, or duly notarized statements from all the potential joint venture partners stating they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**Financial Proposal Documents**

1. Bid Form.
2. Price Schedules for Services Offered from within the Philippines.

**VIII. SERVICES AND DELIVERABLES**

PARTICULARS	QTY
Maintenance services for the Precision Air Conditioning (PACU)	1
Maintenance services shall cover the four (4) operational units of 20KVA-capacity UPS installed at the Data Center.	
ELECTRICAL SYSTEM & TRANSFORMER.	
Data Racks, IDF Racks, Cold Aisle Containment, PDU, Electrical and ELV cable tray.	
Internet of Things (Water Leak Detection System & Temperature and Humidity)	
Maintenance services for the fire suppression system	
Door Access System	

**IX. DUTIES AND RESPONSIBILITIES OF THE WINNING BIDDER**

**SCOPE OF WORK**

**A. Cooling System**

**A.1. Precision Air-Conditioning Units (PACU)**

Maintenance service for the PACU shall include the following as needed:

1. Daily monitoring and documentation of temperature and humidity of PACU System.
2. Logging of historical events and incident reports.
3. Visual inspection of all internal sub-assemblies and major components.
4. Cleaning of any foreign material and dust from internal components.
5. Recording of indicator readings on temperature and humidity.
6. Check thermostat settings to ensure the cooling system of the area is kept comfortable. Check the status of alarm circuits.

7. Clean and pressure wash condenser coils. Dirty coils reduce the system's ability to cool and cause the system to run longer, increasing energy costs and reducing the life of the equipment.
8. Tighten all electrical connections and measure voltage and current on motors. Check for possible defective or worn-out electrical components, and replace if necessary. Faulty electrical connections can cause unsafe operation of the system and reduce the life of major components. Check for possible defective or worn-out electrical components, and replace them if necessary.
9. Lubricate all moving parts. Parts that lack lubrication cause friction in the motors and increase the use of electricity.
10. Check and inspect the condensate drain in the central air conditioner, furnace, and/or heat pump. Check controls of the system to ensure proper and safe operation. Check the starting cycle of the equipment to assure the system starts, operates, and shuts off properly.
11. Inspect evaporator (indoor blower) and condenser (outdoor unit) air conditioning coils.
12. Check central air conditioners refrigerant level and adjust if necessary. Too much or too little refrigerant will make the system less efficient, increasing energy costs and reducing the life of the equipment.
13. Clean and adjust blower components to provide proper system airflow for greater comfort levels. Airflow problems can reduce the system's efficiency.
14. Inspect and adjust fan belts tension, replace if necessary. Inspect, clean, and change air filters as necessary. A dirty filter can increase energy costs and damage the equipment, leading to early failure.
15. All the necessary spare parts or consumable items such as filters, charging of Freon, and the likes to maintain the PACU will be allotted from inventory for immediate replacement of defective components.
16. Replacement of defective components and parts of PACU unit such as compressor, indoor fan motor, outdoor fan motor, condensing unit, control panel, pressure transmitter, circuit breakers and contactors.
17. Replacement of unrepairable equipment as necessary / as required.

## **B. Fire Suppression System**

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

### **1. Inspection of Devices**

#### **1.1. Hazard Enclosure**

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

#### **1.2. Agent Cylinder**

##### **1.2.1. Check and make sure all containers and brackets are securely fastened.**

Check the mounting position of horizontally mounted containers.

1.2.2. Check and verify if the weight of the agent in each cylinder matches the agent stamped on the label.

1.2.3. Check all containers pressure gauges and ensure the reading must be 360 PSIG at 70 degrees F.

1.2.4. Check Solenoid Valve/Gas cartridge actuator leads and wiring to agent release modules for corrosion and loosen or broken wires, repair necessary.

### 1.3. Piping and Nozzles

1.3.1 Verify discharge nozzles and pipe size if it's in accordance with system drawings.

1.3.2. Verify piping joints discharge nozzles if securely fastened

1.3.3. Verify the piping distribution system internally to detect the possibility of any matter soiling the hazard area.

1.3.4. Verify the nozzle deflectors if it is positioned to obtain maximum benefits.

1.3.5. Verify discharge nozzle, pipe, and fittings.

### 1.4. Pipe Support and Brace

Inspect pipe supports hangers and braces for loose, corrosion, and physical damage

### 1.5. Fire Detection, Alarm, Releasing Devices and Peripherals

Verify all wiring systems are properly installed in compliance with local codes and the system drawings

a. Check all wiring systems.

b. Check the control panels.

c. Check all end-of-line resistors.

d. Check alternating current (ac) and direct current (dc) wiring.

e. Check all field circuits.

f. Check the control panel power supplied to the control unit from a separate dedicated source that will not be shut down on system operation.

g. Verify if the main/reserve switches are properly installed, readily accessible, and clearly identified, perform necessary repairs if applicable

### 1.6. Testing

a. Disable each agent storage container release mechanism so that activation of the release circuit will not release the agent.

b. Verify if the control panel is connected to a dedicated circuit and labeled properly. Verify if the control panel is readily accessible yet restricted from unauthorized personnel.

c. Using a smoke tester, check each detector for proper response. Verify all alarm functions occur according to design specification.

d. Operate the necessary circuit to initiate a second alarm circuit if present. Check each detector for proper response. Verify that all second alarm functions occur according to design specifications.

e. Operate manual release. Verify if manual release function occurs according to design specifications.

f. Operate abort switch circuit if supplied.

g. Verify abort functions according to design specifications.

h. Test all supervised circuits for proper trouble response.

i. Operate one of each type of input device while on standby power. Verify that an alarm signal is received at remote panel after device is operated. Reconnect primary power supply.



- j. Operate each type of alarm signal condition on each signal circuit and verify receipt of trouble at the remote station. The system shall be returned to its fully operational design condition.
- k. Replacement of defective FM-200 components such as smoke detector, FM-200 panel, alarm bell, electric control head.
- l. Refill of FM 200 agent due to discharge during scheduled maintenance activity or any accidental discharge due to fault of the Contractor shall be at the expense of the Contractor.
- m. Refill of FM 200 agent due to normal discharge caused by any fire hazard coming from the BFAR Data Center shall be at the expense of the Contractor.
- n. Provision of hand-held, stand-alone fire suppression cylinder as service unit during the refill process and until the actual FM-200 cylinder has been re-installed.
- o. Re-testing of the entire fire suppression system upon installation of any replaced device or component.

### **C. Electrical System**

All data center equipment needs a source of power, that is why the electrical system is one of the most important data center components. The Data Center must have ready access to power from diverse sources. Maintenance service for the electrical system shall include the following as needed:

- 1. Functionality testing of metered electrical panels.
- 2. Testing of circuit breakers and switches.
- 3. Cleaning and tightening of all electrical connections and equipment enclosures.
- 4. Replacement of defective LED bulbs and lighting fixtures. Replacement of defective power outlets and related components.
- 5. Perform load balancing as needed to prevent power overload and other power issues; Study the system load during the actual operation, Determine the unbalance phase load; transfer/reconfigure load to balance the phase load; monitor the balanced current load; project the additional load per phase and re-balance load as the change arise.
- 6. Provide and re-adjust electrical load requirements as necessary for the equipment installed in every rack cabinet within the existing overall load capacity of the ups, Add and install additional PDU and electrical cabling as necessary.
- 7. Calibration of protective relays. Perform megger testing. Identification of potential electrical problems.
- 8. Survey and identify high-temperature incursions.
- 9. Cleaning and tightening of all electrical connections and equipment enclosures.
- 10. Replacement of defective power outlets and related components
- 11. Replacement of defective power outlets, panels, transformers, and other related components.
- 12. Perform Preventive maintenance for the electrical system of data center equipment specially PACU, UPS, and Electrical panels.

## **X. DUTIES AND RESPONSIBILITIES OF FIMS TECHNICAL PERSONNEL**

- a. Designate a head office-based personnel who will be responsible for managing and providing administrative support for the service as follows:
  - i. One (2) Primary Contact Service Manager- responsible for monitoring and managing operations of the service at BFAR.
  - ii. Back Office Support- provide administrative support service including processing relevant documents pertinent to the administration of the service herein required.
  - iii. Phone and email support: 24 x 7 Monday – Sunday including holidays.
  - iv. On-call personnel/Emergency Response Team: 24 x 7 Monday- Sunday including regular holidays, special holidays, and government-announced holidays. On-call support is provided in situations that require the presence of Technical Personnel at BFAR site as urgently needed to perform critical activities. Response time is within 2 hours from receipt of the call.

## **XI. BFAR Data Center Maintenance Sustainability Plan**

- a. The existing provider is required to conduct a knowledge transfer with the future winning bidder if needed.
- b. Turnover all needed technical, architectural, and documentation within BFAR Directors Office and Fisheries Regulatory and Information Management Center
- c. Conduct maintenance training with BFAR personnel based on the requirements.

## **XII. SCHEDULE OF DELIVERY**

The support service maintenance will start immediately upon the receipt of the Notice to Proceed (NTP).

## **XIII. PLACE OF SERVICES DELIVERY**

**Location :** Fisheries Building Complex, BPI Compound, Brgy. Vasra, Visayas Ave, Quezon City

**Address:** BFAR Fisheries Regulatory Information management Center (FRIMC)

## **XIV. PAYMENT SCHEME**

Upon issuance of the ff. Notice of Award (NOA), Notice to Proceed (NTP), and Contract.

## **XV. LIQUIDATED DAMAGES**

Where the Bidder/Contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is thereby in default under the Contract, the Contractor shall pay BFAR for Liquidated Damages pursuant to implementing rules and regulations of R.A. 9184.

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

<hr/>	<hr/>	<hr/>
<b>Name of Company</b>	<b>Signature over Printed Name of Authorized Representative</b>	<b>Date</b>

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (**all pages**) in accordance with Section 8.5.2 of the IRR; **and**

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**Attached prescribed format**); **and**
- ☐ (c) Sworn Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, equivalent to at least twenty-five percent (25%) of the ABC to be bid in the amount of Thirteen Million Five Hundred Thousand (P 13,500,000.00) within the last five (5) years from the bidding date:  $\text{Php } 13,500,000.00 \times 25\% = 3,375,000.00$ . except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (**Attached prescribed format**); **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; **or** Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder; **and**
- ☐ (g) Copy of contracts for the specific experience on the data center equipment and utilities for the past 1 year:
- UPS (existing brand- Eaton)
  - Precision Air conditioning unit (existing brand- Montair)
  - Fire Suppression System (existing brand- Kidde)
- ☐ (h) Authorized partner or reseller or distributor certification of the following equipment currently installed in BFAR or equivalent:

- Montair for Precision Air Conditioning Units (PACU) or equivalent technology
- Eaton for Uninterruptible Power Supply (UPS) or equivalent technology
- Kidde for Fire Suppression System or equivalent technology

- ☐ (i) Non-Disclosure Agreement should be signed by the winning bidder as part of ISO 27011 Certification of the FRIMC.
- a. All personnel involved in the Contract.
- ☐ (j) Service Level Agreement

### **Financial Documents**

- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
- or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### **Class "B" Documents**

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

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

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

## **II. FINANCIAL COMPONENT ENVELOPE**

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

The following templates are provided for easy reference, attached hereto as Appendix 1, which may also be accessed through this link: <https://www.gppb.gov.ph/downloadables.php>

- 5.2.1. Bid Form for the Procurement of Goods
- 5.2.3. Price Schedule for Goods Offered from Abroad
- 5.2.4. Price Schedule for Goods Offered from Within the Philippines
- 5.2.5. Bid Securing Declaration
- 5.2.6. Contract Agreement Form for the Procurement of Goods Projects;
- 5.2.8. Omnibus Sworn Statement; and
- 5.2.9. Performance Securing Declaration

### **Important Reminders**

- The bidders are encouraged to consult this checklist before submitting their Bid on the deadline for the submission and the receipt of Bids. However, this is **by no means exclusive**. Bidders must still familiarize themselves with other bid requirements not otherwise included herein such as, but not limited to those in the Term of Reference, Bid Bulletin, Pertinent GPPB guidelines, rules, etc.
- All Bidders must submit their bid in accordance with the Guidelines on Electronic Submission and Receipt of Bids as indicated in the Annex A simultaneously with the submission of the printed copies as indicated in the BDS Clause 15.
- All documents shall be current and updated and any missing document in the above-mentioned Checklist is a ground for outright rejection of the bid.
- All Pages of the documents shall be signed/initialed by the bidder or by his/her authorized representative.
- To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the above-mentioned checklist.

**Statement of All Ongoing Government & Private Contracts including contracts awarded but not yet started**

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

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

Name of Contract and Contract Cost	Owner's Name Address Telephone Nos.	Nature of Work	Bidder's Role		Date Awarded Date Started Date of Completion	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
*Continue in separate sheet if necessary							Total Cost	

Note: (In case of no ongoing contract, the bidder shall submit this duly signed form and indicate "No ongoing contracts" or "None" or "Not Applicable (N/A)" under the Column for Name of Contract and Project Cost (first column from left)

This statement shall be supported with:

For Government Contract:

1. Notice of award and/or Contract Agreement and/or Notice to Proceed

For Private:

2. Job order or Purchase Order or any corresponding documents reflecting the Project name and project cost.

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

(Printed Name and Signature of Authorized Representative)

Designation : \_\_\_\_\_

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



### Statement Identifying the Single Largest Completed Contract

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

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

Name of Contract and Contract Cost	Owner's Name Address Telephone Nos.	Nature of Work / Kind of Goods	Bidder's Role		Amount at Award Amount at Completion	Date Awarded Contract Effectivity Date Completed
			Description	%		
<u>Government or Private</u>						

Note: This statement shall be supported with:

For Government Contract:

1. Notice of award (NOA) and/or Contract Agreement and/or Notice to Proceed (NTP)
2. Certificate of Completion of Delivery (CCDs) issued by the Owner or Certificate of Final Acceptance (CFAs) or duly signed Delivery Receipt (DRs) or Official receipt or Sales Invoice or duly accomplished Inspection and Acceptance Reports

For Private:

1. Job order or Purchase Order or Purchase Request
2. Certificate of Completion of Delivery (CCDs) issued by the Owner or Certificate of Final Acceptance (CFAs) or duly signed Delivery Receipt (DRs) or Official receipt or Sales Invoice

Submitted by : \_\_\_\_\_  
(Printed Name and Signature of Authorized Representative)

Designation : \_\_\_\_\_

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

## ***Annexes***

# **BFAR-BAC ONLINE BIDDING PROCEDURE**

ANNEX A.....Bidder's Kit

ANNEX B.....Adding a password to a .PDF file using Adobe Acrobat Reader DC.

ANNEX C.....Procedure of Accessing the BFAR BAC Online Submission of Bidding Documents via Google Forms.

## **“ANNEX A”**

### **BIDDER’S KIT FOR BFAR PROCUREMENT GUIDELINES IN ADOPTING ELECTRONIC SUBMISSION OF BIDS**

**(GPPB Resolution No. 09-2020)**

#### **I. PRE-REGISTRATION& PRE-BID CONFERENCE**

**Step 1:** Register by completing the information required in the **Google Form** which can be accessed here:  
[https://docs.google.com/forms/d/e/1FAIpQLSfrHHYfLVHQxnOHa6bq41zgwwbiYZhf3oypUWwAoMNPPafOca/viewform?usp=pp\\_url](https://docs.google.com/forms/d/e/1FAIpQLSfrHHYfLVHQxnOHa6bq41zgwwbiYZhf3oypUWwAoMNPPafOca/viewform?usp=pp_url).

Once completed, submit the form to the Secretariat and wait for an acknowledgment by e-mail.

**Step 2:** Join the scheduled Pre-Bid Conference by clicking the link provided by the Secretariat through e-mail using **Zoom**. Please make sure that you allow access to the microphone and the camera.

**Step 3:** Kindly wait for the Secretariat to confirm your entry through Zoom to participate in the pre-bid conference.

**Step 4:** See attached file as “Annex A” for the House Rules to be observed during the conduct of procurement activities.

#### **II. PREPARATION OF BID (SOFT COPY)**

**Step 1:** Prepare a final scanned copy of your Bid which is divided into two different PDF files:

1. Eligibility Documents & Technical Documents; and
2. Financial Documents

**Step 2:** Set a password for the scanned copy of the Eligibility Documents & Technical Documents and Financial Documents and save as a .PDF file.

**Step 3:** Compress the file, save the password-protected .PDF file to a ZIP file. Set another password on the ZIP file.

**Important:** Passwords must be 8-16 characters and contain both numbers and letters/special characters. The bidder is required setting a unique combination for each file and folder. Same passwords for all files are not allowed. For details on

how to set passwords in .PDF file and ZIP file, please see file attached as “Annex B”.

**Step 4:** For effective documentation of the submitted files, you must comply with the label format below:

1. Both ZIP folder and .PDF file shall be assigned file name  
**“BFAR Bid Reference No.\_\_\_\_\_ (Company Name); Legal & Technical Documents”**
2. Both ZIP folder and .PDF file shall be assigned file name **BFAR Bid Reference No.\_\_\_\_\_ (Company Name); Financial Documents”**

### **III. REGISTRATION FOR ONLINE SUBMISSION**

**Step 1:** Register through Google Form, a link will be provided upon request to the BAC Secretariat’s e-mail address: [bac.eps@bfar.da.gov.ph](mailto:bac.eps@bfar.da.gov.ph) at any time before the closing date and time specified in the Bidding Documents by disclosing the following information:

- a) Email Address
- b) Company Name
- c) Company Address
- d) Authorized Representative
- e) Contact No.
- f) Bid Reference
- g) Bid Title
- h) Official Receipt (OR) No.

Upon verification of the Official Receipt (OR), the BAC Secretariat will send the Public Bidding Documents through the given email or shall provide a hard copy upon request. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

**Step 2:** The BAC Secretariat will send another Google Form link to the bidder, who already purchased the bidding documents, through the given email directing to the “Online Submission of the Bid”

### **IV. ACCESSING THE GOOGLE FORMS**

**Step 1:** Upon successful login to your email address account. You will now open the Google Form link sent through BAC Secretariat’s e-mail address given above.

**Step 2:** Click the **FILL OUT FORM** button. *(See attached “Annex C”)*

## **V. SUBMISSION OF BID**

**Step 1:** Submit your Bids through Google Form at any time before the closing date and time specified in the Bidding Documents.

**Step 2:** Upon preparation and finalization of the compressed and password-protected files Eligibility & Technical and Financial Documents, a Google Form link will direct you to the page where they can now upload the said requirements. *(See attached “Annex C, Figure 10.1”)*

**Step 3:** After submission, a copy of the response will be automatically emailed to the address provided by you which can be saved or printed, as proof of the official time of the submission and receipt of bids. *(See attached “Annex C, Figure 11.2”)*

## **VI. RECEIVING OF THE SUBMITTED BID**

The BAC Secretariat will receive the submitted information through Google Forms and will generate a Bid Receipt page for the official time of submission of all bidders, which can be saved or printed.

Bidders may modify their Bid at any time before the deadline for the submission and receipt of bids. Bidders shall send another Bid equally secured, properly identified, and labelled as a **“modification”** of the previously submitted. The time indicated in the latest Bid receipt page generated shall be the official time of submission. Bids submitted after the deadline shall not be accepted.

The BAC Secretariat will not be able to access the documents until the day of the Bid Opening.

## **VII. BID OPENING PROCESS**

The BAC, with the assistance of the Secretariat and Technical Working Group (TWG), shall conduct bid opening via Zoom. Bidders are encouraged to attend the bid opening online. The passwords for the folders (ZIP) and the files (.PDF) shall be disclosed by the bidders only during actual bid opening which may be done via Zoom.

The Secretariat will ask the bidder, who choose to attend via Zoom, the corresponding password of their Bid during the bid opening itself. The official representative of the bidder shall respond promptly in the same chat box with the passwords when prompted. Bidders are given within five (5) minutes to respond with the passwords. If the bidder does not provide or respond with the password within five (5) minutes, from prompting, it will result in disqualification and the BAC shall move on to the next bid, if any.

The bidder shall first disclose the password for the compressed folder (ZIP file) containing the Eligibility & Technical documents, second disclose the password

for the Eligibility & Technical document (.PDF file). The Secretariat will share the screen via Zoom during accessing the submitted Bid.

If the bidder **passed** the Eligibility & Technical requirements, the second password-protected compressed folder containing the Financial Documents and the files contained therein shall be opened in the same manner as the password of the eligibility documents as described above. In no case will a bidder disclose the passwords for the financial folder and the files prior to being declared eligible based on the evaluation of the eligibility documents.

The bidder is given only three (3) attempts to disclose the password per compressed folder (ZIP) and .PDF file to open the documents. If the bidder fails to provide the correct password after the third attempt, their Bid will no longer be considered. The Secretariat shall take and print a screenshot of such inquiries and responses to form part of the records and all incidents should be recorded in the minutes.

In the event that the BAC cannot access the submitted electronic copy of the Bid, the BAC will proceed with the opening of the ORIGINAL HARD COPY.

#### **Basic House Rules to be observed during BAC Meetings**

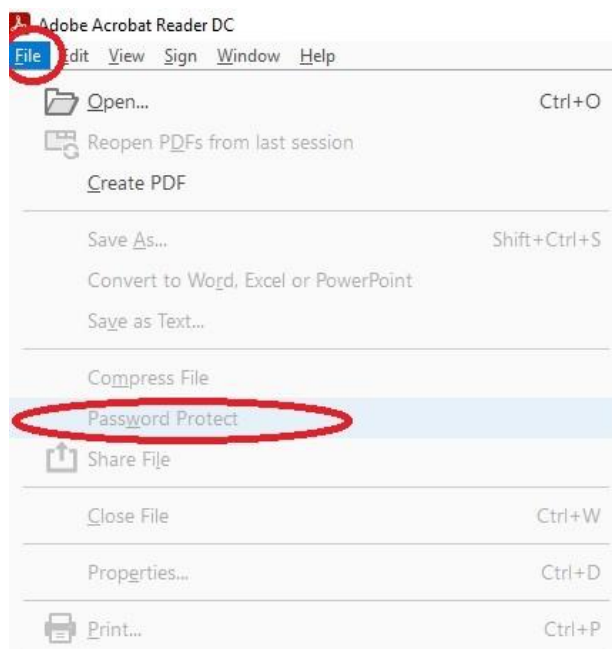
1. Kindly place your microphone on mute when not speaking.
2. Please raise your hand, and wait to be recognized before you speak (remember to toggle off mute).
3. Turn on video for confirmation of your identity.
4. Meeting will start on time. You are advised to enter the VTC room 30 minutes to resolve technical issue, if any.

## “ANNEX B”

### Adding a password to a .PDF file using Adobe Acrobat Reader DC.

One-click option to protect a PDF with a password

1. Open the PDF file
2. Choose **File > Protect Using Password**.



3. Select to set the password for Viewing the PDF.

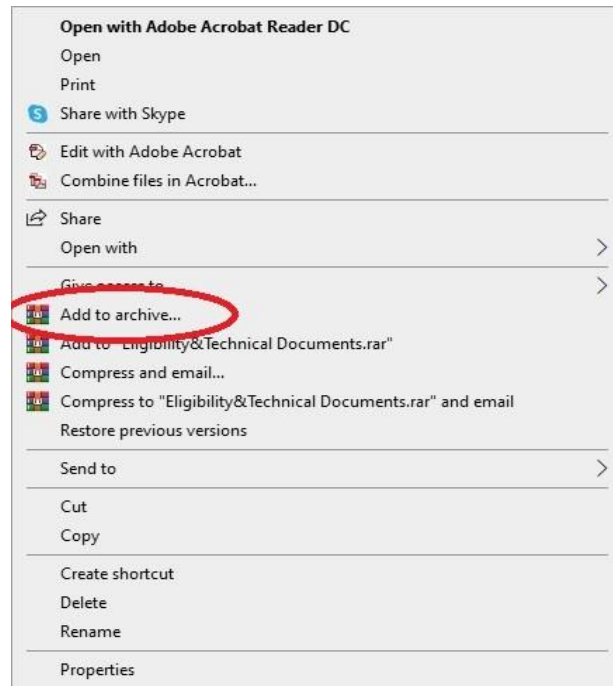
A screenshot of the 'Protect Using Password' dialog box in Adobe Acrobat Reader DC. The dialog has a title bar 'Protect Using Password'. Below the title bar, it says 'Requires user to enter a password for:'. There are two radio buttons: 'Viewing' (selected) and 'Editing'. Below these is a 'Type Password' field with a green checkmark and the text 'Strong Password' next to it. Below that is a 'Re-type Password' field. At the bottom, there is a 'More Options' dropdown arrow, a 'Cancel' button, and an 'Apply' button.

4. Type and retype your password. The password strength is displayed next to your password to indicate whether the chosen password is weak, medium, strong, or best.
5. Click **Apply**

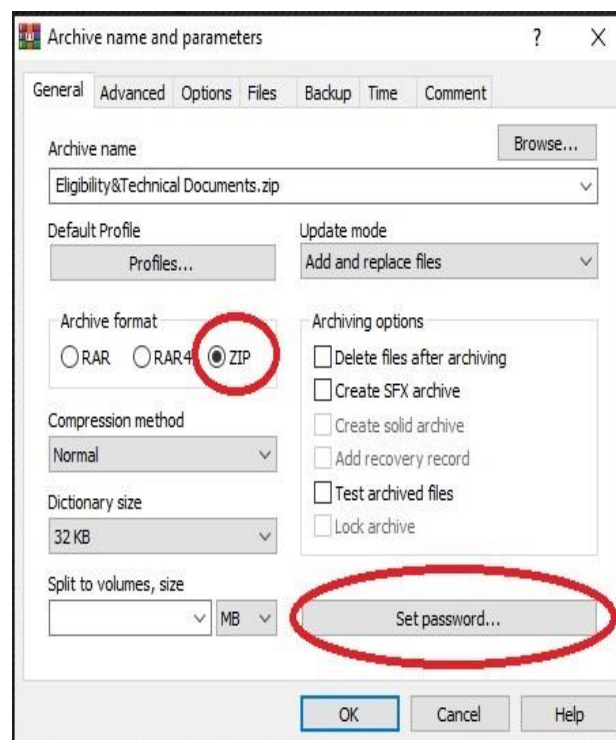


## File Archiving and Compression using WinRAR application

1. Right Click the password protected .PDFfile
2. Select **“Add to archive.”**



3. In the Archive name and parameters dialog box, select **“Radio button ZIP”** and click **“Set password”**



4. Type your password and Click “**OK button.**”



The image shows a Windows-style dialog box titled "Enter password" with a close button (X) in the top right corner. The main heading inside the dialog is "Archiving with password". Below this, there is a section titled "Enter password" containing a text input field with a small downward arrow on the right. Underneath the input field are three checkboxes: "Show password" (which is checked), "Encrypt file names" (unchecked), and "ZIP legacy encryption" (unchecked). Below these checkboxes is a button labeled "Organize passwords...". At the bottom of the dialog, there are three buttons: "OK", "Cancel", and "Help". The "OK" button is highlighted with a red oval.

## “ANNEX C”

### **Procedure of Accessing the BFAR BAC Online Submission of Bidding Documents via Google Forms**

**Step 1.** BAC Secretariat will send the Invitation link of Registration Form.

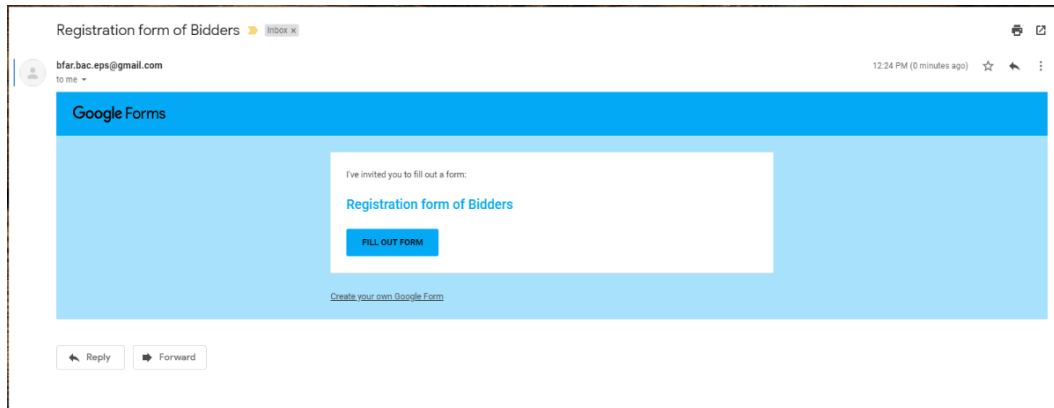


Figure 1.1

**Step 2.** Upon received, click the **FILL OUT FORM.**

**Step 3.** Bidder must fill in the following required information

### Registration form of Bidders

The name and photo associated with your Google account will be recorded when you upload files and submit this form. Not @gmail.com? [Switch account](#)

\* Required

Email address \*

Company Name \*

Company Address \*

Authorized Representative \*

Company Contact No. \*

Bid Reference \*

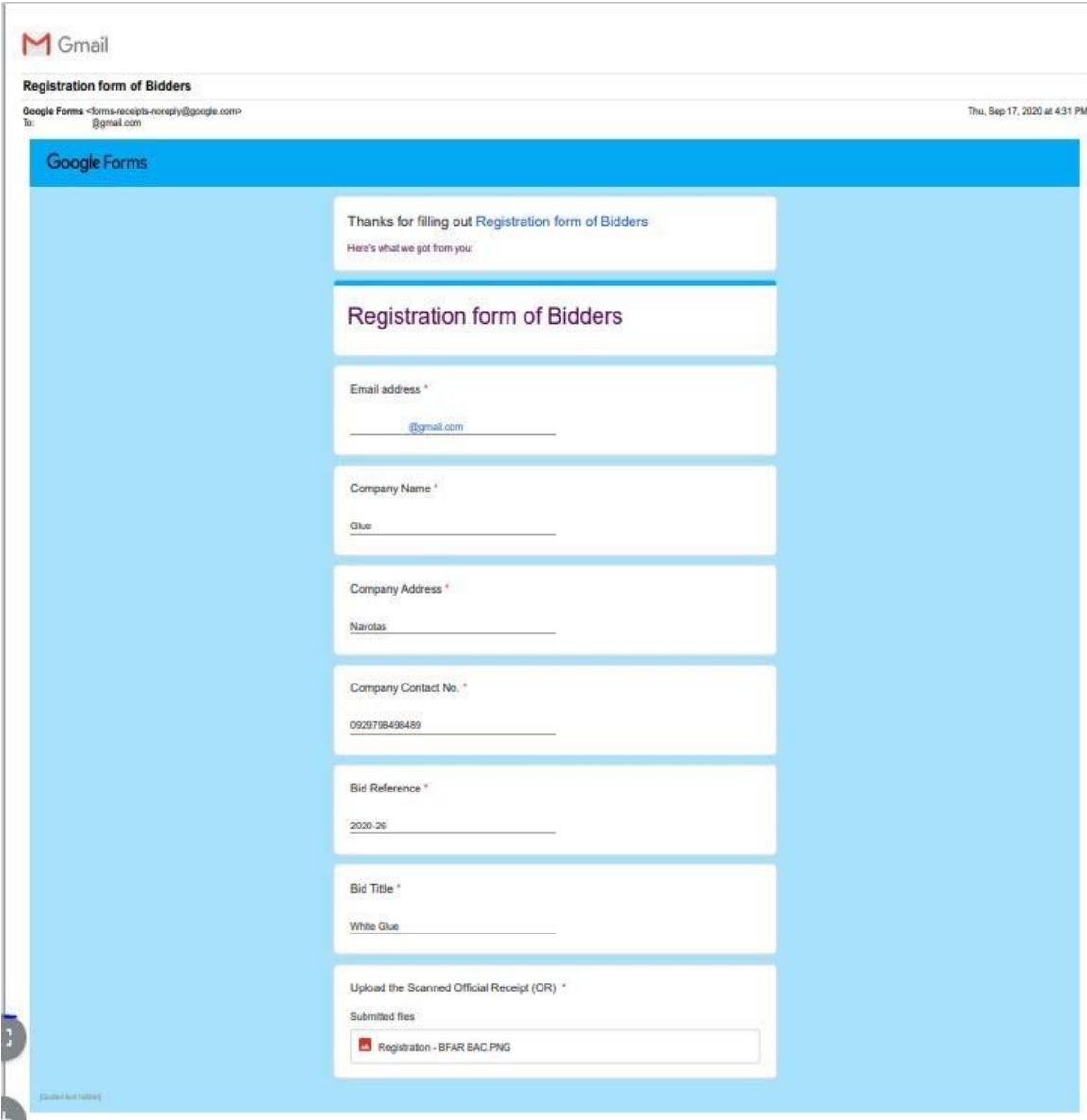
Bid Tittle \*

Upload the Scanned Official Receipt (OR) \*

A copy of your responses will be emailed to the address you provided.

**Step 4.** Click the **Add file** to upload Scanned Copy of Official Receipt (OR).

**Step 5.** After uploading of the Scanned Copy of OR, the bidder shall click the **Submit** button to complete the process and BAC Secretariat shall verify the submitted Official Receipt (OR).



The screenshot shows a Gmail interface with a Google Forms titled "Registration form of Bidders". The form is displayed on a light blue background. At the top, there is a message: "Thanks for filling out Registration form of Bidders. Here's what we got from you:". Below this, the form fields are listed: "Email address \*" with a value "@gmail.com", "Company Name \*" with a value "Glue", "Company Address \*" with a value "Navotas", "Company Contact No. \*" with a value "0929798495489", "Bid Reference \*" with a value "2020-26", "Bid Title \*" with a value "White Glue", and "Upload the Scanned Official Receipt (OR) \*". The file upload section shows a submitted file named "Registration - BFAR BAC.PNG".

**Figure 5.1**

**Step 6.** A copy of the response will be automatically emailed to the address provided by the bidders.

**Step 7.** Upon verification of the Official Receipt (OR), the BAC Secretariat shall send the Public Bidding Documents through the given email or shall provide a hard copy upon request. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

**Step 8.** The BAC Secretariat will send another Google Form link to the bidder, who already purchased the bidding documents, through email directing to the “Online Submission of the Bid”.

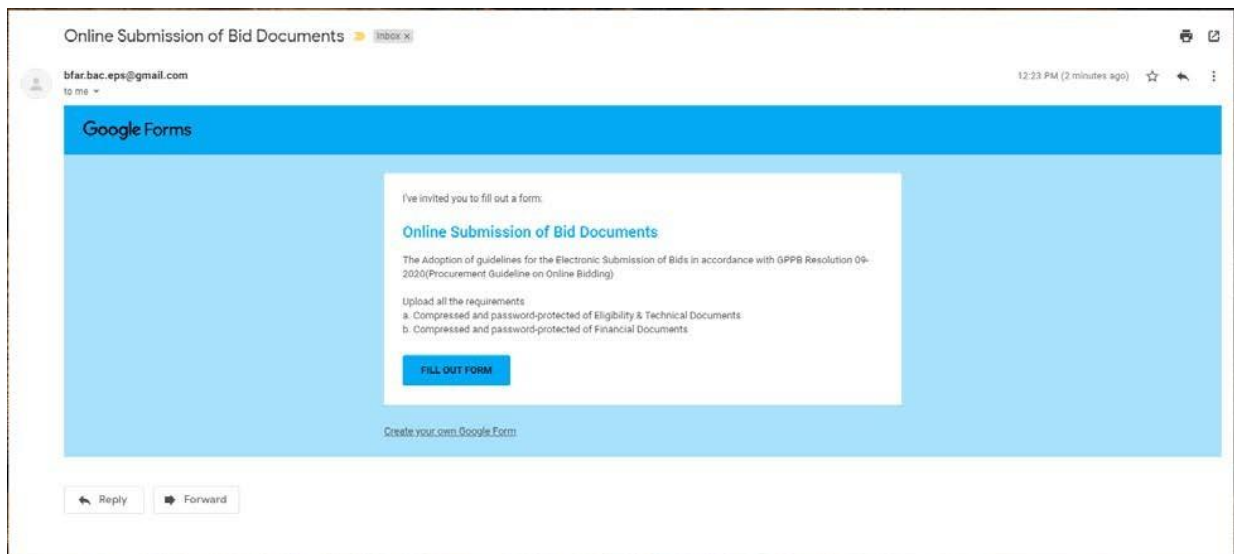


Figure 8.1

**Step 9.** Upon received, click the **FILL OUT FORM**.

**Step 10.** Click the **Add file** button to upload the compressed and password-protected files of Eligibility & Technical and Financial Documents

A screenshot of a Google Form titled 'Online Submission of Bid Documents'. The form has a blue header. Below the title is the text: 'The Adoption of guidelines for the Electronic Submission of Bids in accordance with GPPB Resolution 09-2020(Procurement Guideline on Online Bidding)'. This is followed by 'Upload all the requirements' and a list: 'a. Compressed and password-protected of Eligibility & Technical Documents', 'b. Compressed and password-protected of Financial Documents'. Below this is a note: 'The name and photo associated with your Google account will be recorded when you upload files and submit this form. Not @gmail.com? Switch account'. A red asterisk indicates a required field. The form contains three input sections: 'Email address \*' with a text field labeled 'Your email'; 'Eligibility & Technical Documents \*' with an 'Add file' button; and 'Financial Documents \*' with an 'Add file' button. At the bottom, a blue bar contains the text 'A copy of your responses will be emailed to the address you provided.' and a blue 'Submit' button.

**Step 11.** Click the **Submit** button to complete the process. A copy of the response will be automatically emailed to the address provided by the bidder which can be saved or printed by the bidder, as proof of the official time of the submission and receipt of bids.



Figure 11.1

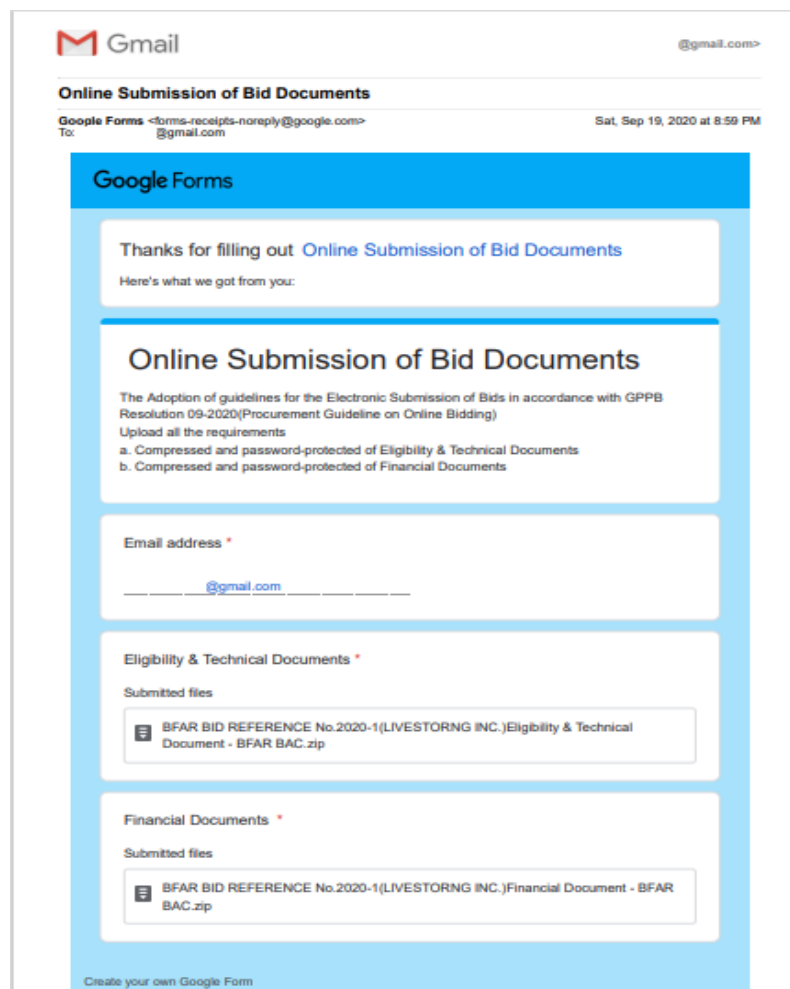


Figure 11.2

