

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF SUPPLY AND DELIVERY OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT, INTERNET SERVICE, FIREWALL AND NETWORK SECURITY SUPPORT AND SUBSCRIPTION

Government of the Republic of the Philippines

PHILIPPINE STATISTICS AUTHORITY

Quezon City, Philippines

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Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	11
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5. Eligible Bidders.....	12
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	14
13. Bid and Payment Currencies	14
14. Bid Security	15
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	16
21. Signing of the Contract	17
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	19
2. Advance Payment and Terms of Payment	19
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	20
6. Liability of the Supplier	20
Section V. Special Conditions of Contract	21
Section VI. Schedule of Requirements	24
Section VII. Technical Specifications	24
Section VIII. Checklist of Technical and Financial Documents	30

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 SUBSCRIPTION 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 SUBSCRIPTION 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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR THE PROCUREMENT OF SUPPLY AND DELIVERY OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT, INTERNET SERVICE, FIREWALL AND NETWORK SECURITY SUPPORT AND SUBSCRIPTION

1. The Philippine Statistics Authority (PSA), through the 2021 General Appropriations Act¹ intends to apply the sum of **Eighty-Six Million Six-Hundred Nineteen Thousand Eight Hundred Pesos (Php 86,619,800.00)** being the total Approved Budget for the Contract (ABC) to payments under the contract for the **SUPPLY AND DELIVERY OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT, INTERNET SERVICE, FIREWALL AND NETWORK SECURITY SUPPORT AND SUBSCRIPTION**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

<i>Lot No.</i>	<i>Quantity</i>	<i>Item Description</i>	<i>Approved Budget for the Contract (in Php)</i>
		SUPPLY AND DELIVERY OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT, INTERNET SERVICE, FIREWALL AND NETWORK SECURITY SUPPORT AND SUBSCRIPTION	
LOT 1	135	24 Port Managed Switch	5,062,500.00
LOT 2	75	16 Port Managed Switch	1,912,500.00
LOT 3	40	16 Port Managed Switch 10 GB	2,080,000.00
LOT 4	70	Wi-Fi Router	1,540,000.00
LOT 5	1	500 Mbps Internet Service Subscription (Centris 3 Building)	5,241,600.00
LOT 6	1	500 Mbps Internet Service Subscription (CVEA Building)	5,241,600.00
LOT 7	1	500 Mbps Internet Service Subscription (TAM Building)	5,241,600.00

¹ In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of GOCCs, GFIs, and SUCs, the Corporate Budget for the contract approved by the governing Boards; in the case of (LGUs, the Budget for the contract approved by the respective *Sanggunian*. (Section 5(a), R.A. 9184)

LOT 8	1	Renewal of Support and Subscription of Fortinet 1000 D	1,300,000.00
LOT 9	1	Network Monitoring System	10,000,000.00
LOT 10	1 set	Server for Production, Testing and Disaster Recovery (DR)	49,000,000.00
		Total	86,619,800.00

2. The Philippine Statistics Authority (PSA) now invites bids for the above Procurement Project. Listed below are the schedule for the delivery of goods for each lot:

<i>Lot/s</i>	<i>Schedule of Delivery of Goods</i>
1 to 4	Forty-Five (45) calendar days upon receipt of Notice to Proceed.
5 to 9	Thirty (30) calendar days for upon receipt of Notice to Proceed.
10	Forty-Five (45) calendar days upon receipt of Notice to Proceed.

Bidders should have completed, **within last three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective Bidders may obtain further information from the Philippine Statistics Authority (PSA) and inspect the Bidding Documents at the address given below during working hours from 8AM – 5PM weekdays except holidays.

PSA BAC Secretariat
11th floor, Cyberpod Centris One, Eton Centris
EDSA corner Quezon Avenue, Quezon City

5. A complete set of Bidding Documents may be acquired by interested Bidders **starting on 02 November 2021** from the given address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amounts:

<i>Lot No.</i>	<i>Item Description</i>	<i>Approved Budget for the Contract (in Php)</i>	<i>Price of Bidding Documents (in Php)</i>
	SUPPLY AND DELIVERY OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT, INTERNET SERVICE, FIREWALL AND NETWORK SECURITY SUPPORT AND SUBSCRIPTION		
Lot 1	24 Port Managed Switch	5,062,500.00	10,000.00
Lot 2	16 Port Managed Switch	1,912,500.00	5,000.00
Lot 3	16 Port Managed Switch 10 GB	2,080,000.00	5,000.00
Lot 4	Wi-Fi Router	1,540,000.00	5,000.00
Lot 5	500 Mbps Internet Service Subscription (Centris 3 Building)	5,241,600.00	10,000.00
Lot 6	500 Mbps Internet Service Subscription (CVEA Building)	5,241,600.00	10,000.00
Lot 7	500 Mbps Internet Service Subscription (TAM Building)	5,241,600.00	10,000.00
Lot 8	Renewal of Support and Subscription of Fortinet 1000 D	1,300,000.00	5,000.00
Lot 9	Network Monitoring System	10,000,000.00	10,000.00
Lot 10	Server for Production, Testing and Disaster Recovery (DR)	49,000,000.00	25,000.00
	Total	86,619,800.00	50,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person. The Bidding Documents shall be received personally by the prospective bidder or his duly authorized representative upon presentation of proper identification documents.

6. The PSA-BAC will hold a Pre-Bid Conference on **10 November 2021, 11:00AM** through video conferencing via Zoom platform which shall be open to prospective bidders. Meeting links will be provided to the respective email addresses provided to the BAC Secretariat by the interested bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **22 November 2021, 8:00 A.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on **22 November 2021, 11:00 A.M.** at the given address below. The link for Zoom conference will be sent to the respective email addresses given by the interested bidders. Bids will be opened in the presence of the bidders' representatives who choose to participate in the activity or witness the opening of the bids through video conferencing via Zoom platform. Bidders interested to participate shall coordinate and register with the BAC Secretariat for the link through email address indicated below. Late bids shall not be accepted.
10. The PSA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Mr. Joseph P. Cajita

Chair, BAC Secretariat

PSA Bids and Awards Committee

11th Floor, Cyberpod Centris One, Eton Centris

EDSA corner Quezon Avenue, Quezon City

Tel. No.: (02) 374-8270

Email Addresses: bac-secretariat@psa.gov.ph or bacsecretariat.psa@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents:

www.psa.gov.ph or **<https://procurement.psa.gov.ph/>**

(SGD)

MINERVA ELOISA P. ESQUIVIAS

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Philippine Statistics Authority wishes to receive Bids for the Procurement of **SUPPLY AND DELIVERY OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT, INTERNET SERVICE, FIREWALL AND NETWORK SECURITY SUPPORT AND SUBSCRIPTION**, with identification number PB 2021-15.

The Procurement Project (referred to herein as “Project”) is composed of ten (10) lots (i.e. Lot 1 to 10), 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 the year 2021:

<i>Lot No.</i>	<i>Item Description</i>	<i>Approved Budget for the Contract (in Php)</i>
	SUPPLY AND DELIVERY OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT, INTERNET SERVICE, FIREWALL AND NETWORK SECURITY SUPPORT AND SUBSCRIPTION	
Lot 1	24 Port Managed Switch	5,062,500.00
Lot 2	16 Port Managed Switch	1,912,500.00
Lot 3	16 Port Managed Switch 10 GB	2,080,000.00
Lot 4	Wi-Fi Router	1,540,000.00
Lot 5	500 Mbps Internet Service Subscription (Centris 3 Building)	5,241,600.00
Lot 6	500 Mbps Internet Service Subscription (CVEA Building)	5,241,600.00
Lot 7	500 Mbps Internet Service Subscription (TAM Building)	5,241,600.00
Lot 8	Renewal of Support and Subscription of Fortinet 1000 D	1,300,000.00
Lot 9	Network Monitoring System	10,000,000.00
Lot 10	Server for Production, Testing and Disaster Recovery (DR)	49,000,000.00
	TOTAL	86,619,800.00

2.2. The source of funding is 2021 General Appropriations Act.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated

policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

Pursuant to GPPB NPM 123-2013 and 149-2015, a procurement activity that is divided into several lots, and wherein each awarded lot gives rise to a separate contract the SLCC requirement shall be based on the ABC for each lot

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that **subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) 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

- 5.1. 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 Declaration² 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 *120 calendar days* from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

² 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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause																																																							
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>For Lot 1 to 4 and Lot 8 to10: Similar contracts are the Supply and Delivery of Network Communication Appliance and Servers (e.g. Firewalls, and other Network communication devices).</p> <p>For Lot 5 to 7: Similar contracts are the Supply and Delivery of Internet Service, (Telecommunications provider).</p> <p>Bidders should have completed within last three (3) years from the date of submission and receipt of bids, a contract similar to the Project.</p>																																																						
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.																																																						
12	The price of the Goods shall be quoted DDP in the Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.																																																						
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> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3">If bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit, 2% of the Approved Budget of the Contract should be submitted:</td> </tr> <tr> <th style="text-align: center;"><i>Lot No.</i></th> <th style="text-align: center;"><i>Approved Budget for the Contract (in Php)</i></th> <th style="text-align: center;"><i>2% of the ABC</i></th> </tr> <tr> <td>Lot 1</td> <td style="text-align: right;">5,062,500.00</td> <td style="text-align: right;">Php 101,250.00</td> </tr> <tr> <td>Lot 2</td> <td style="text-align: right;">1,912,500.00</td> <td style="text-align: right;">Php 38,250.00</td> </tr> <tr> <td>Lot 3</td> <td style="text-align: right;">2,080,000.00</td> <td style="text-align: right;">Php 41,600.00</td> </tr> <tr> <td>Lot 4</td> <td style="text-align: right;">1,540,000.00</td> <td style="text-align: right;">Php 30,800.00</td> </tr> <tr> <td>Lot 5</td> <td style="text-align: right;">5,241,600.00</td> <td style="text-align: right;">Php 104,832.00</td> </tr> <tr> <td>Lot 6</td> <td style="text-align: right;">5,241,600.00</td> <td style="text-align: right;">Php 104,832.00</td> </tr> <tr> <td>Lot 7</td> <td style="text-align: right;">5,241,600.00</td> <td style="text-align: right;">Php 104,832.00</td> </tr> <tr> <td>Lot 8</td> <td style="text-align: right;">1,300,000.00</td> <td style="text-align: right;">Php 26,000.00</td> </tr> <tr> <td>Lot 9</td> <td style="text-align: right;">10,000,000.00</td> <td style="text-align: right;">Php 200,000.00</td> </tr> <tr> <td>Lot 10</td> <td style="text-align: right;">49,000,000.00</td> <td style="text-align: right;">Php 980,000.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">86,619,800.00</td> <td style="text-align: right;">Php 1,732,396.00</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3">if bid security is in Surety Bond, 5% of the Approved Budget of the Contract should be submitted:</td> </tr> <tr> <th style="text-align: center;"><i>Lot No.</i></th> <th style="text-align: center;"><i>Approved Budget for the Contract (in Php)</i></th> <th style="text-align: center;"><i>5% of the ABC</i></th> </tr> <tr> <td>Lot 1</td> <td style="text-align: right;">5,062,500.00</td> <td style="text-align: right;">Php 253,125.00</td> </tr> <tr> <td>Lot 2</td> <td style="text-align: right;">1,912,500.00</td> <td style="text-align: right;">Php 95,625.00</td> </tr> <tr> <td>Lot 3</td> <td style="text-align: right;">2,080,000.00</td> <td style="text-align: right;">Php 104,000.00</td> </tr> </table>	If bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit, 2% of the Approved Budget of the Contract should be submitted:			<i>Lot No.</i>	<i>Approved Budget for the Contract (in Php)</i>	<i>2% of the ABC</i>	Lot 1	5,062,500.00	Php 101,250.00	Lot 2	1,912,500.00	Php 38,250.00	Lot 3	2,080,000.00	Php 41,600.00	Lot 4	1,540,000.00	Php 30,800.00	Lot 5	5,241,600.00	Php 104,832.00	Lot 6	5,241,600.00	Php 104,832.00	Lot 7	5,241,600.00	Php 104,832.00	Lot 8	1,300,000.00	Php 26,000.00	Lot 9	10,000,000.00	Php 200,000.00	Lot 10	49,000,000.00	Php 980,000.00	Total	86,619,800.00	Php 1,732,396.00	if bid security is in Surety Bond, 5% of the Approved Budget of the Contract should be submitted:			<i>Lot No.</i>	<i>Approved Budget for the Contract (in Php)</i>	<i>5% of the ABC</i>	Lot 1	5,062,500.00	Php 253,125.00	Lot 2	1,912,500.00	Php 95,625.00	Lot 3	2,080,000.00	Php 104,000.00
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	Lot 4	1,540,000.00	Php 77,000.00
	Lot 5	5,241,600.00	Php 262,080.00
	Lot 6	5,241,600.00	Php 262,080.00
	Lot 7	5,241,600.00	Php 262,080.00
	Lot 8	1,300,000.00	Php 65,000.00
	Lot 9	10,000,000.00	Php 500,000.00
	Lot 10	49,000,000.00	Php 2,450,000.00
	Total	86,619,800.00	Php 4,330,990.00
19.3	The Project will be awarded by Lot.		
20.2	No further instructions.		
21.2	No further instructions.		

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from within the Philippines, state:</i> “The delivery terms applicable to this Contract are delivered at PSA Complex, East Avenue, Q.C. 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 purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Cesar Reynaldo V. Vinuya.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <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>

Transportation –

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

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

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

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

Intellectual Property Rights –

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

	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be as follows: Partial payment is not allowed.
4	The inspections and tests that will be conducted are: Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the Procuring Entity to ascertain the physical condition and acceptability of the Goods. The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the Procuring Entity.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks/Months
	SUPPLY AND DELIVERY OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT, INTERNET SERVICE, FIREWALL AND NETWORK SECURITY SUPPORT AND SUBSCRIPTION		
LOT 1	24 Port Managed Switch	135	Delivery of Goods is required within Forty-Five (45) calendar days upon receipt of Notice to Proceed.
LOT 2	16 Port Managed Switch	75	
LOT 3	16 Port Managed Switch 10 GB	40	
LOT 4	Wi-Fi Router	70	
LOT 5	500 Mbps Internet Service Subscription (Centris 3 Building)	1	Delivery of Goods is required within Thirty (30) calendar days upon receipt of Notice to Proceed.
LOT 6	500 Mbps Internet Service Subscription (CVEA Building)	1	
LOT 7	500 Mbps Internet Service Subscription (TAM Building)	1	
LOT 8	Renewal of Support and Subscription of Fortinet 1000 D	1	
LOT 9	Network Monitoring System	1	
LOT 10	Server for Production, Testing and Disaster Recovery (DR)	1 set	Delivery of Goods is required within Forty-Five (45) calendar days upon receipt of Notice to Proceed.

I hereby commit to comply and deliver all the above requirements in accordance with the above-stated schedule.

Name of Company	Signature over Printed Name of Authorized Representative	Date
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Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. 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></p>

Lot 1	24 port managed switch	
	(24) Gigabit RJ45 Ports	
	(2) SFP Ports	
	(1) Serial Console Port	
	layer 2 and Layer 3 features	
	Switching capacity: 52 Gbps	
	Non-Blocking Throughput: 44 Gbps	
	Switch Capacity: 88 Gbps	
	Forwarding rate: 65.472 Mpps	
	Maximum Power Consumption: 30W	

	Supports PoE+ IEEE 802.3at/af and 24V Passive PoE	
	Rack-Mountable with Rack-Mount Brackets (Included)	
Lot 2	16 port managed switch	
	(16) Gigabit RJ 45 Ports	
	(2) SFP Ports	
	(1) Serial Console Port	
	Non-Blocking Throughput:18 Gbps	
	Switching capacity: 36 Gbps	
	Forwarding Rate: 26.78 Mpps	
	Maximum Power Consumption: 150W	
	Supports PoE+ IEEE 802.3at/af and 24V Passive PoE	
	Rack-Mountable with Rack-Mount Brackets (Included)	
Lot 3	16 port managed switch (10 GB) fiber port	
	(12) 1G/10G SFP+ Ports	
	(4) 1G/10G RJ45 Ports	
	(1) RJ 45 Serial Console Port	
	Non-Blocking Throughput: 160 Gbps	
	Switching Capacity: 320 Gbps	
	Forwarding Rate: 238.10 mpps Rack Mountable with Mount Brackets (Included)	
	DC Input Option (redundant or Stand-Alone)	
Lot 4	Wi-Fi Router	
	Dimensions: 110x110x250mm (4.33x4.33x9.84")	
	Weight: 1.2kg (2.65lb)	
	Max. TX Power: 2.4 Ghz: 23 dBm per chain, 5 Ghz: 19 dBm per chain (low-band)/ 20 dBm per Chain (high-band)	
	MIMO: 2.4 GHz: 4x4 5ghz: 4x4 (low-band) + 8x8 (high-band)	
	Speed: 2.4 Ghz: 1148 Mbps, 5 Ghz: 1733 Mbps (low-band)/ 4804 Mbps (high-band)	
	Networking Interface: Wi-Fi; Gigabit Ethernet: (1) WAN, (4) LAN	
	Max. Power Consumption: 35W	
	ESD/EMP Protection: ±24kV Air /Contact	
	Buttons: Reset	
	Antennas: (1) Internal Dual-Band metal Stamp with 12 Polarity	
	Display: 110.38 mm (4.7") Diagonal, 274x1268, 279 ppi, G+F Touch, Full Color	
	Wi-Fi Standards: Up to Wi-Fi 6	

	Power Save: Supported	
	Wireless Security: WPA2	
	Operating Temperature: 14 to 113° F (-10 to 45° C)	
	Operating humidity: 5 to 95% Noncondensing	
	Certifications: FCC/IC	
	Additional Requirement for Lots 1, 2, 3, and 4	
	1) Current and latest certificate from the manufacturer that the bidder/supplier is authorized partner or reseller of the brand being offered. 2) Current and latest certificate from the manufacturer that the bidder/supplier is authorized service SUBSCRIPTION of the brand being offered.	
Lot 5	One (1) 500 Mbps Additional Internet Service Subscription with Fourteen (14) Available IPs for PSA Office in Centris 3 Building	
	TOR (Terms of Reference)	
	The proposed additional internet connection must have the following:	
	a. End-to-end fiber optic connection	
	b. Dedicated bandwidth of 500 Mbps speed	
	c. Symmetrical upload and download speed	
	d. /28 IP Block (14 available IPs)	
	e. No data capping	
	f. 99.95% Service Level Agreement (SLA)	
	Other inclusions:	
	Inclusive of Router	
	24/7 Helpdesk and Technical Support Service availability including Saturdays, Sundays and Holidays	
	End-user access to Multi Router Traffic Grapher (MRTG) for bandwidth monitoring	
	Account Manager for PSA	
	Matrix of Escalation of Support	
	Terms of Payment:	
	Monthly subscription	
	Duration: 1-year	
	Automatic renewal thereafter	
Lot 6	One (1) 500 Mbps Additional Internet Service Subscription with Fourteen (14) Available IPs for PSA Office in CVEA Building	
	TOR (Terms of Reference)	
	The proposed additional internet connection must have the following:	
	a. End-to-end fiber optic connection	

	b. Dedicated bandwidth of 500 Mbps speed	
	c. Symmetrical upload and download speed	
	d. /28 IP Block (14 available IPs)	
	e. No data capping	
	f. 99.95% Service Level Agreement (SLA)	
	Other inclusions:	
	Inclusive of Router	
	24/7 Helpdesk and Technical Support Service availability including Saturdays, Sundays and Holidays	
	End-user access to Multi Router Traffic Grapher (MRTG) for bandwidth monitoring	
	Account Manager for PSA	
	Matrix of Escalation of Support	
	Terms of Payment:	
	Monthly subscription	
	Duration: 1-year	
	Automatic renewal thereafter	
Lot 7	One (1) 500 Mbps Additional Internet Service Subscription with Fourteen (14) Available IPs for PSA Office in TAM Building	
	TOR (Terms of Reference)	
	The proposed additional internet connection must have the following:	
	a. End-to-end fiber optic connection	
	b. Dedicated bandwidth of 500 Mbps speed	
	c. Symmetrical upload and download speed	
	d. /28 IP Block (14 available IPs)	
	e. No data capping	
	f. 99.95% Service Level Agreement (SLA)	
	Other inclusions:	
	Inclusive of Router	
	24/7 Helpdesk and Technical Support Service availability including Saturdays, Sundays and Holidays	
	End-user access to Multi Router Traffic Grapher (MRTG) for bandwidth monitoring	
	Account Manager for PSA	
	Matrix of Escalation of Support	
	Terms of Payment:	
	Monthly subscription	
	Duration: 1-year	
	Automatic renewal thereafter	

Lot 8	Renewal of Support and Subscription of FORTINET 1000D	
	Comprehensive Maintenance of Fortinet 1000D – 1 year	
	Fortinet product Service Renewal – 1 year	
	Corrective and Remedial Maintenance – 1 year	
	10 Mandays for Move Add and Changes Provision – 1 year	
	24 x 7 Certified Technical Support – 1 year	
	24 x 7 Service Desk Support – 1 year	
Lot 9	Network Monitoring System *Network Monitoring Software *License for 1000 Devices (Perpetual License) * 1 Year Support	
	General Specifications	
	Critical aspects that need to be considered for Network Management System: a. Network Fault Management b. Network Performance Management c. Network Flow Traffic Monitoring d. Server Performance Monitoring e. Centralized Log Management f. Centralized and Unified Dashboard g. Centralized and Customizable Service Level Reporting	
	Provide Unified Architectural design offering seamless common functions including but not limited to: * Event and Alarm Management * Auto-discovery of the IT environment * Performance and availability management * Service Level Management, notifications * Reporting and analytics Automation and Customization	
	Integration between infrastructure metrics and logs to have the single consolidated console of infrastructure and security events	
	Pull up security events related to a given configuration item, from a single console which also has NOC events, and use the security events to triage the problem. Consolidated system/network event details and security events (current and historical) from the same console to save time in troubleshooting/isolating the issue	
	Correlate rules in a simple GUI based environment where the operator should be able to correlate cross domain events	
	Should be capable of supporting at least 15 thousand network flows per second on single server with capability to capture each unique traffic conversations	
	Must provide future scalability of the whole system without major architectural changes	
	The solution must be distributed, scalable, and multi-platform and open to third party integration such as Cloud, Virtualization, Database, Web Server, Application Server platforms and etc.	

	Required modules should be from same OEM and should be tightly integrated for single pane of glass view of enterprise monitoring	
	It should have a single integrated dashboard to provide lin of business views and drill down capabilities to navigate technical operators' rights from services to last infrastructure components	
	Consolidated dashboard of NMS must be able to do dynamic service modeling of all business-critical production services and use near-real time Service Model for efficient cross domain event correlation	
	Must provide SDK/Rest API for North bound and South Bound integrations e.g., forwarding specific metric data to third party database. Notification to third party systems such as Jira, Autodesk, Slack	
	Detailed Specifications	
	<i>Consolidated Dashboard</i>	
	The platform must provide complete cross-domain visibility of IT infrastructure issues	
	The platform must consolidate monitoring events from across layers such as Network, Server, Application, Database etc.	
	The solution should support single console for automated discovery of enterprise network components e.g. network device, servers, virtualization, cloud, application and databases	
	The solution must support custom dashboards for different role users such as Management, admin and report users	
	The solution must allow creating custom data widget to visualize data with user preferences e.g., Refresh time, time span, background color, unit conversion	
	The solution must support multiple visualization methods such as gauge, grid, charts, Top N etc.	
	The solution should provide superior view of infrastructure health across system, networks, application and other IT Infrastructure components into a consolidated, central console	
	There should be only one dashboard/interface to collected network/server/application/log data after correlation and consolidation across the IT landscape to reduce/correlate number of metrics/alarms	
	<i>Network Performance Management</i>	
	The proposed solution platform shall provide a single integrated solution for comprehensive management of the wired/wireless access, and rich visibility into connectivity and performance assurance issues.	
	The design functionality shall facilitate creation of templates used for monitoring key network resources, devices, and attributes. Default templates and best practice designs are provided for quick out-of-the- box implementation automating the work required to use OEM validated designs and best practices.	
	The proposed solution must provide comprehensive and integrated management of IT infrastructure components to	

	maximize the availability of IT services and SLA performance.	
	The proposed solution must provide the complete view of the Topology and network elements. The NMS shall have the ability to include the network elements and the links in the visual/graphical map of the department. The visual maps shall display the elements in different color depending upon the status of the element. It is preferable that green color for healthy and amber/yellow color for degraded condition and red for unhealthy condition is used.	
	The proposed solution must have suitable system level backup mechanism for taking backup of NMS data manually as well as automatically	
	The proposed solution must keep historical data at raw level without averaging for minimum of six month	
	The proposed solution must provide the visual presentation of the Network Element's status and the alarms. It shall also present the complete map of the network domain with suitable icons and in suitable color like green for healthy, red for non-operational, yellow for degraded mode of operation etc.	
	The proposed solution must provide Health Monitoring reports of the network with settable periodicity -@24 Hrs., 1 week, 1 month.	
	The proposed solution must provide the graphical layout of the network element with modules drawn using different colors to indicate their status	
	The proposed solution must provide calendar view which allows the operator all the schedule activities such as Reports, Inventory scans etc. It shall also allow to define scheduled report for uptime, link status etc.	
	The proposed solution should have multiple alerting features to get the notification via email, SMS and third party systems	
	The proposed solution must support listening to traps and syslog events from the network devices with retention period up to 6 months.	
	The proposed solution must support defining the data retention period to control storage	
	The solution must support custom device template to support Generic SNMP devices	
	The solution must provide discovery & inventory of heterogeneous physical network devices like Layer-2 & Layer-3 switches, Routers and other IP devices and do mapping of LAN & WAN connectivity with granular visibility up to individual ports level.	
	It shall provide Real time network monitoring and Measurement off-end-to-end Network performance & availability to define service levels and further improve upon them.	
	<i>Network Configuration Manager</i>	
	The solution should take backup of all network devices on scheduled time and maintain versioning of all backups	
	The solution should provide rule engine to check device configuration compliance for Industry best practices	

	The solution should have an inbuilt module to identify Configuration change and generate an alert on the base of that	
	The Solution should have a way to rollback Configuration from backups	
	The solution should have the capability to compare configuration side by side and highlight all of the changes automatically	
	The solution should show backup Audit, device configuration compliance reports	
	<i>Fault Management</i>	
	The proposed solution must provide out of the box root cause analysis with multiple root cause algorithms inbuilt for root cause analysis. It should also have a strong event correlation engine which can correlate the events on the basis of event pairing, event sequencing etc.	
	The Platform must include an event correlation automatically fed with events originating from managed elements, monitoring tools or data sources external to the platform. This correlation must perform: <ul style="list-style-type: none"> • Event filtering • Event suppression • Event aggregation • Event annotation 	
	The proposed solution must support creating and monitoring of rising or falling thresholds with respect to basic key performance indicators for network, system and application infrastructures.	
	The proposed solution should provide out of the box root cause analysis with multiple root cause algorithms inbuilt for root cause analysis. It should also have a strong event correlation engine which can correlate the events on the basis of event pairing, event sequencing etc.	
	Powerful correlation capabilities to reduce number of actionable events. Topology based and event stream-based correlation should be made available.	
	The solution must offer relevant remedy tools, graphs in context of a selected fault alarm/event	
	The proposed monitoring solution should have capability to configure actions-based rules for set of pre-defined alarms/alerts enabling automation of set tasks.	
	The Platform must support Event or Alarm Correlation integrations with service desk to trigger automated creation of incidents, problems management	
	The solution should classify events based on business impact and also allow defining custom severity levels and priority metrics such as Ok, Critical, Major, Down, Info etc with color codes	
	The solution should allow creation of correlation or analytics rules for administrators	
	The proposed solution must provide default event dashboard to identify, accept and assign generated alarms	
	<i>Log Management</i>	

	The proposed solution must provide a common classification of event irrespective of the log format	
	The proposed solution must provide the ability to store/ retain both normalized and the original raw format of the event log as for forensic purposes for the period of 3 months and allow to extend it to further with additional hardware without any disruption to the ongoing data collection	
	The proposed solution should provide a minimum log compression of 8:1 for ensuring log compression to reduce overall log index storage space for the raw log format	
	The log data generated should be stored in a centralized server. The period up to which the data must be available should be customizable.	
	The proposed solution must support logs collected from commercial and proprietary applications. For assets not natively supported, the solution should provide the collection of events through customization of connectors or similar integration	
	The proposed solution must support log collection for Directories (i.e. AD, LDAP), hosted applications such as database, web server, file integrity logs etc. using agents	
	The Log receiver or log collection component must store the data locally if communication with centralized collector/receiver is unavailable.	
	The proposed solution must support log collection from Network infrastructure (i.e., switches, routers, etc.).	
	The system shall support the following log formats for log collection: <ul style="list-style-type: none"> o Windows Event Log o Syslog o Access Log Data o Application Log data o Any Custom Log data o Text Log (flat file) o JSON Data 	
	The solution should be able to collect raw logs in real-time to a Central log database from any IP device including: <ul style="list-style-type: none"> • Networking devices (router/switches/voice gateways) • Security devices (IDS/IPS, AV, Patch Mgmt., Firewall/DB Security solutions) • Operating systems (Windows 2003/2008, Unix, Linux, AIX) • Virtualization Platforms(Microsoft Hyper-V, VMware Vcenter/vSphere 4.X, vDirector, Citrix) • Databases(Oracle/SQL/MYSQL/DB2) 	
	The collection devices should support collection of logs through Syslog, syslog NG and also provide native Windows Agents as well as Agentless(PowerShell) connectors	
	The proposed solution must provide alerting based upon established policy	

	The proposed solution must provide SDK and Rest API to write custom connectors and collectors to pull log and monitoring data from third party system	
	The proposed solution must provide UI based wizard and capabilities to minimize false positives and deliver accurate results.	
	The proposed solution must collect, index the log messages and support full-text searching for forensic investigation	
	The proposed solution must support the ability to take action upon receiving an alert. For example, the solution should support the ability to initiate a script or send an email message.	
	The solution must provide pre-defined log correlation rules to detect suspicious behavior	
	The solution must support real-time and scheduled alerting time-line while creating a log policy to catch specific log pattern	
	The solution should support applying regex pattern in real-time to extract vendor specific log data for reporting and alerting purpose	
	The system shall have the capability to drag and drop building of custom search queries & reports	
	The system shall be capable of operating at a sustained 5000 EPS per collection instance. The system shall provide the ability to scale to higher event rates by adding multiple collection instance	
	<i>Network Flow-Based Traffic Analysis</i>	
	The proposed traffic monitoring system must be able to track all network flow (including netflow v1-v9, Jflow, Sflow and IPFix) of traffic on the network and identify malicious behavior with all IP conversations.	
	The proposed system must provide details of applications, hosts, and conversations consuming WAN bandwidth to isolate and resolve problems.	
	The proposed system must provide eight-hour, daily, weekly, monthly, yearly, or customizable reporting time periods.	
	The proposed solution must be able to monitor and report on a variety of unique protocols (used in the overall deployed solutions) per day and display utilization data for each protocol individually. This capability must be available for each monitored interface uniquely.	
	The proposed solution must keep historical rate and IP to IP, IP to protocol, protocol to protocol conversation data for a minimum of 12 months (most recent) in its current long term operating database. All data in that database must have a maximum 15-minute window granularity.	
	The proposed solution must keep historical rate and protocol data for a minimum of 60 days (most recent) in its short-term operating database. All data in that database must have a maximum 1 minute window granularity with option change retention period	
	The system must support the ability to create reports that allow the user to search all IP traffic over a specified	

	<p>historical period, for a variety of conditions.</p> <ul style="list-style-type: none"> * Search for any traffic using a specific configurable destination port, or port range. * Search for any protocol in use by a specific host, interface or list of hosts or interfaces. 	
	<i>Service Level Reporting</i>	
	The solution should provide reports that can prove IT service quality levels, such as application response times and server resource consumption	
	The system reports should be accessible via web browser and Reports can be published in PDF and csv format	
	The solution must have an integrated dashboard, view of Contract Parties & current SLA delivery levels and view of Services & current SLA performance	
	The solution must provide Reports that can be scheduled to publish automatically or they can be produced on demand	
	The solution should be able to report in the context of the business services that the infrastructure elements support—clearly showing how the infrastructure impacts business service levels	
	The solution should provide Business Service Management functionality to track Service quality by logically grouping Network, Server and Application components. The solution should provide correlation between Network, Server and Application to identify the business impact from the specific event or alarm	
	The solution must provide way to define key performance indicators (KPIs) within the Service Quality report.	
	The solution must provide SLA measurement to track service quality from both Availability and Performance perspective.	
	<i>Role Based Access Control</i>	
	The solution should have inbuilt role-based access module to enable multiple users with different groups to create dashboards specific to their department	
	The Solution should have way to control and define permission such as read/write for set of devices rather than all the devices for the ease of use.	
	<i>EMS Other Key Requirements</i>	
	The Solution should provide all the modules as a single monitoring engine to correlate events in real-time from Networks, Servers and Applications	
	The solution should be virtual appliance and deployable on Linux operating systems to reduce the overall TCO	
	The solution should have built-in time series database support for better response time, retention and analytics support.	
	The solution should provide High Availability (HA) at datacenter site	
	III. Additional Requirements	
	Delivery and Configuration on PSA Central Office	
	Knowledge Transfer Training	
	Unlimited Corrective Maintenance/Repair Activity (When Applicable)	

	Preventive Maintenance Activity	
	Twenty-four (24) hours by seven (7) days availability of technical support	
	The Vendor must have completed a single largest completed contract in any ICT solutions, equivalent to at least fifty percent (50%) of the ABC.	
	The vendor must be duly authorized by the manufacturer/distributor to provide, sell, configure and support the offered product	
	The Certification from the manufacturer /distributor authorizing the prospective bidder to provide such product should be submitted together with the bid proposal	
	Bid proposals that do not include the certification shall not be accepted/considered for award	
	The Vendor must have at least two (2) Certified Engineers for the offered solution.	
	The Vendor must be at least Thirty (30) years in IT Industry	
Lot 10	Server for Production, Testing and Disaster Recovery (1 Set)	
14 nodes	I. SERVER FOR PRODUCTION, TESTING AND DR	
	Specification of the Servers:	
	Motherboard:	
	Intel Motherboard 2U, 24DIMM slots, PCIe 3.0 slots	
	Processor:	
	Intel Xeon Gold 6242R 3.1Ghz,	
	Memory:	
	16GB RDIMM, 3200MT/s, Dual Rank	
	32GB RDIMM 3,200 Ghz Dual Rank 8GB base	
	Boot Drive:	
	800GB SSD SAS Write Intensive 12Gbps 2.5inches	
	Storage Drive:	
	3.84TB SSD SATA Read Intensive 6Gbps 2.5inches	
	Ethernet ports:	
	Dual Port 16Gb Fiber Channel HBA, PCIe Full Height	
	Intel Quad Port 10GbE Direct Attached SFP	
	Peripherals:	
	Raid Controller, 12Gbps Mini card	
	Pluggable Cable Kit	
	Software's for the server:	
	Factory Install Package	
	HCI System Software and Virtual software	
	HCI System Software, Capacity Drive 3.84TB SATA, SSD	
	II. SWITCHES	
2 pcs	28 Ports 10Gbe SFP, 2 ports 100Gbe, PSU to IO, 2 PSU, Rack and Rail included for DR	

2 pcs	28 Ports 10Gbe SFP, 2 ports 100Gbe, PSU to IO, 2 PSU, Rack and rail included for PROD and DEV	
	III. TRANCEIVERS	
4 pcs	10GBASE-SR SFP Module for existing switches	
	IV. RACKS and PDU	
2 pcs	42 U Rack 600x1200D, Front single and Rear Split Mesh Door with side panels	
4 pcs	Basic Standard 32A 239V, 7.3 Kw, Vertical, 3m power cord, Black powdered Coated PDU	
	V. VIRTUALIZATION	
	Note: Virtualization software must be the same as existing software management by the server administrators. (VMware)	
14 pcs	Customer Purchasing Program Virtualization Management Software Standard for 1 Processor	
14 pcs	Production Support/Subscription for Virtualization Management Software Standard for 1 processor for 3 years // Technical Support, 24 Hour Sev' 1 Support -- 7 days a week.	
1 pc	"Customer Purchasing Program Virtualization Management Software	
1 pc	Standard for virtualization (Per Instance)"	
3 pcs	Production Support/Subscription for Virtualization Management Software Standard for 1 processor for 3 years // Technical Support, 24 Hour Sev 1 Support -- 7 days a week.	
3 pcs	"Customer Purchasing Program Virtual Site Recovery Manager (25 VM Pack)."	
	Production Support/Subscription for Virtual Site Recovery Manager Standard (25 VM Pack) for 3 years // Technical Support, 24 Hour Sev 1 Support -- 7 days a week	
	VI. OTHERS	
	Delivery, Installation, Configuration on Client Office, and Disaster Recovery Site	
	Knowledge Transfer Training	
	Unlimited Corrective Maintenance/Repair Activity (When Applicable)	
	Preventive Maintenance Activity	
	Twenty-four (24) hours by seven (7) days availability of technical support	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

or

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

Class “B” Documents

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

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

