OFFICE OF THE SOLICITOR GENERAL

OSG Building, 134 Amorsolo St., Legaspi Village, Makati City
Tel. No. 8988-1674 local 777; 8836-3314/Telefax No. 8813-1174

PROCUREMENT OF SUBSCRIPTION OF 24/7 DEDICATED COLOCATION OF SERVERS

Government of the Republic of the Philippines

[OSG PR No. 025-07-100]

Sixth Edition
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BAGONG PILIPINAS

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Republic of the Philippines

Office of the Solicitor General

OSG Bldg. 134 Amorsolo St., Legaspi Village, Makati City Tel No. 8988-1674 loc. 777; & 8836-3314; Telefax No. 8813-11-74

Website: www.osg.gov.ph

INVITATION TO BID FOR

Subscription of 24/7 Dedicated Colocation of Servers

1. The **Office of the Solicitor General**, through the **Republic Act (R.A.) No. 12116 or the General Appropriations Act of FY 2025** intends to apply the sum of **Two Million Four Hundred Thousand Pesos (₱2,400,000.00)** being the ABC to payments under the contract for **Procurement of ICT Subscription of 24/7 Dedicated Colocation of Servers / OSG PR No. 025-07-100**. Bids received in excess of the Approved Budget for the contract (ABC) shall be automatically rejected at bid opening.

2. The **OSG** now invites bids for the above Procurement Project. **Delivery of the Goods is required within 30 days upon receipt of NTP for One (1) Year Contract**. Bidders should have completed, within **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 nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from **OSG** and inspect the Bidding Documents at the address given below during **Monday to Friday 8:00am to 5:00pm**.

5. A complete set of Bidding Documents may be acquired by interested Bidders from Monday to Friday, between 8:00am to 5:00pm starting **11 August 2025** until **10:00 am** of **1 September 2025**, from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php5,000.00)**. Interested bidders may purchase the bidding documents by depositing the amount of **Five Thousand Pesos (Php5,000.00)**. with the **OSG Trust Fund 101**

Account Number 1802-1016-23, Office of the Solicitor General, Land Bank of the Philippines, Paseo de Roxas Branch, Makati City and submitting the proof of deposit at fms@osg.gov.ph, or by paying directly with the Cashier's Office at the Office of the Solicitor General, 134 Amorsolo Street, Legaspi Village, Makati City.

6. The **OSG** will hold a Pre-Bid Conference open to prospective bidders on **18 August 2025 @ 10:30 am** at the **6th floor, BAC Room Convergys One Building & OSG Building located at 6796 Ayala Ave cor. Salcedo St., Legaspi Village, Makati City** and/or through video conferencing or webcasting *via* **Microsoft Teams.**

7. Bids must be duly received by the BAC Secretariat/Procurement through manual submission at the **6th Floor, ADMIN/Procurement Section, OSG Building, 134 Amorsolo St., Legaspi Village, Makati City** on or before **10:00 am of 1 September 2025. 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 **10:30 am of 1 September 2025** at the **6th floor, BAC Room Convergys One Building & OSG Building located at 6796 Ayala Ave cor. Salcedo St., Legaspi Village, Makati City** and/or *via* **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to personally attend the activity.

10. Prospective Bidders are required to submit (1) one additional hard copy of their bid as allowed in **ITB** Clause 15.

    Additionally, for purposes of videoconferencing, prospective bidders are advised to provide their email addresses not later than thirty (30) minutes before the activity at the email address below. While the BAC can conduct face-to-face pre-bid conference and opening of the bids, prospective bidders are enjoined to send at most two (2) representatives due to limited space of the conference room.

11. The **OSG** 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:

    Christian D. Buat
    ADMIN Division – Procurement Section / BAC Secretariat
    Office of the Solicitor General
    OSG Building, 134 Amorsolo St., Legaspi Village, Makati City 1229
    E-mail Address: **osg.procurement@yahoo.com** and/or **rfq.osgprocurement@gmail.com**
    Tel No. (02) **8988-1674** loc. **777** / (02) **8836-3314** / Telefax No. (02) **8813-1174**
    Website: **www.osg.gov.ph**

13. You may visit the following websites:

For downloading of Bidding Documents: **https://osg.gov.ph/page?call=proc-biditems**

Date of Issue: ***August 11, 2025***

SHARON E. MILLAN-DECANO
Assistant Solicitor General
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, the **Procurement of ICT Subscription 0f 24/7 Dedicated Colocation of Servers**, with identification number **OSG PR No. 025-07-100.**

The Procurement Project **Procurement of ICT Procurement of ICT Subscription 0f 24/7 Dedicated Colocation of Servers** is composed of **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 **R.A. No. 12116, or the General Appropriations Act of FY 2025** in the amount of **Two Million Four Hundred Thousand Pesos (₱2,400,000.00)**

2.2. The source of funding is:

a. NGA, **R.A. No. 12116**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have at least one (1) contract similar to the Project (SLCC) the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. at least fifty 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 Procuring Entity prescribes 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 **Years (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

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:

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] 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 **120 calendar days from date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

[1] 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.

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 of videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as

the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed at least one (1) single contract of similar nature amounting to at least twenty percent (25%) of the ABC. b. Completed within the last (3) years from the date of submission and receipt of bids. For this purpose, the definition of a similar contract is the provision of a Data Center Co-location Provider.
7.1	No further instructions.
12	The price of the Goods shall be quoted DDP to the ***OSG Building, 134 Amorsolo St., Legaspi Village, Makati City*** or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **Php48,000.00** *[two percent (2%) of ABC]*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than **Php120,000.00** *[five percent (5%) of ABC]* if bid security is in Surety Bond.
19.3	The project shall be awarded as one contract with an ABC of **Two Million Four Hundred Thousand Pesos (Php2,400,000.00)** for the **Procurement of ICT Subscription of 24/7 Dedicated Colocation Servers,** inclusive of all government taxes and charges.
20.2	Must present the licenses and certifications required in the Terms of Reference. The provider's Data Center must have the following certifications: • TIA942 Rated 3 Facility Certified • NexCenter Certified • PCIDSS Version 4.0 • ISO 9001:2015 (Quality Management System) • ISO 14001:2015 (Environmental Quality System) • ISO 20000-1:2018 (IT Service Management System) • ISO 22301:2019 (Business Continuity Management System) • ISO 27001: 2013 (Information Security Management System) • ISO 50001: 2018 (Energy Management Systems) The Data Center Management Team should have: • At least one (1) Certified Data Center Professional (CDCP) • At least one (1) Certified Data Center Specialist (CDCS) • At least one (1) Cisco Certified Network Associate (CCNA)
21.2	No further instructions.

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	"The service required by the Contract shall be rendered at the ***OSG Building, 134 Amorsolo St., Legaspi Village, Makati City*** as well as in other properties rented by the OSG as its office premises**.** Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." **Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered to ***OSG Building, 134 Amorsolo St., Legaspi Village, Makati City.*** In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered to ***OSG Building, 134 Amorsolo St., Legaspi Village, Makati City***. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is the *Supplies Section of the Administrative Division.* **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: 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. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. **Spare Parts –** The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

	Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine 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. **Regular and Recurring Services –** The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.
2.2	*Warranties and Schedule of Payment*. - To guarantee the performance by the winning bidder of its obligations under the contract, it shall post a performance security before the signing of the contract. The performance security shall be in an amount not less than the required percentage of the total contract price in any of the following forms and in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the required % of the Total Contract Price)
a) Cash or cashier's/ manager's check issued by a Universal of Commercial Bank.	**5%**
b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; *however,* it shall be confirmed or authenticated by a Universal or Commercial Bank if issued by a foreign bank.	**5%**
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	**30%**

TERMS OF PAYMENT
Supplier agrees to be paid based on a billing scheme as follows: • Within thirty (30) days from completion of the delivery and issuance of the Inspection and Acceptance Report by the OSG and submission of all other required documents - 95% of the contract price. • One (1) year from the issuance of the Inspection and Acceptance Report by the OSG - 5% of the contract price. Any non-compliance with the technical support provisions or the 99.9% uptime requirement stated in the Terms of Reference will result in the automatic forfeiture of the 5% Warranty Deposit. **All bid prices shall be considered as fixed prices and therefore not subject to price escalation during contract implementation.**

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 No.	Description	Quantity	Total	Delivered, Weeks/Months
	Procurement of ICT Subscription of 24/7 Dedicated Colocation of Servers			The Bidder must deliver **three (30) days upon receipt of the Notice to Proceed (NTP)**

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		[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.]

TERMS OF REFERENCE

SUBSCRIPTION OF 24/7 DEDICATED COLOCATION OF SERVERS

Background:

The Office of the Solicitor General is enhancing its data center infrastructure. As the OSG's ICT infrastructure and systems continue to expand, there is a greater need for a robust and secure IT infrastructure to manage legal cases, process documents, and handle sensitive information. To ensure its IT systems' reliability, performance, and security, the Case Management Service has decided to undertake a colocation project.

Reducing downtime and connectivity problems that can impair the OSG's ability to carry out its legal duties is another goal. This will improve overall service and guarantee seamless coordination with other governmental entities, courts, and international organizations.

With the increasing volume of online legal services, cloud-based applications, and remote access by internal users and external stakeholders, there is now a critical need to increase the current internet bandwidth from 50 Mbps to 500 Mbps. This will support higher data throughput, reduce latency, and ensure uninterrupted access to collocated systems.

Objective:

The Office of the Solicitor General's dedicated colocation of servers project aims to relocate its IT infrastructure to a specialized 24/7 data center facility. By collocating its servers, OSG aims to achieve enhanced performance, scalability, security, and cost optimization for its IT operations.

The project aims to provide OSG with a stable, reliable, and well-connected environment that supports its legal representation activities while minimizing downtime, ensuring data integrity, and enabling efficient resource allocation. Ultimately, the colocation project aims to strengthen OSG's IT infrastructure and support its mission of effectively representing the government before the courts.

As part of this upgrade, the project will increase the previous internet connectivity to 500 Mbps to accommodate increasing client connections, support real-time data exchange, and sustain bandwidth-heavy operations such as document uploads, video conferencing, and secure data transfers.

TERMS:

ITEM	SPECIFICATIONS	COMPLY / NOT COMPLY
	Scope. – Supply and delivery of ***Subscription of 24/7 Dedicated Colocation of Servers***	
	ABC. - The Approved Budget for the Contract (ABC) is ***Two Million four Hundred Thousand Pesos (₱2,400,000.00)*** *for twelve (12) months, inclusive of all government taxes, charges, and other standard fees..*	

<table>
<tr><th>ITEM</th><th>SPECIFICATIONS</th><th>COMPLY / NOT COMPLY</th></tr>
<tr><td></td><td>
<table>
<tr><th colspan="4">ICT SUBSCRIPTION</th></tr>
<tr><th>ITEM</th><th>QTY</th><th>UNIT COST</th><th>TOTAL</th></tr>
<tr><td>Twelve (12) Months Subscription of 24/7 Dedicated Colocation of Servers with 500 Mbps Resilient Internet Connectivity</td><td>1 Lot</td><td>2,400,000.00</td><td>2,400,000.00</td></tr>
<tr><td colspan="3">TOTAL</td><td>₱ 2,400,000.00</td></tr>
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</td><td></td></tr>
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Form of Performance Security	Amount of Performance Security (Not less than the required % of the Total Contract Price)	Statement of Compliance
a) Cash or cashier's/ manager's check issued by a Universal of Commercial Bank.	**5%**	
b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; *however,* it shall be confirmed or authenticated by a Universal or Commercial Bank if issued by a foreign bank.	**5%**	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	**30%**	

TERMS OF PAYMENT	Statement of Compliance
All bid prices shall be considered as fixed prices and, therefore, not subject to price escalation during contract implementation.	
Supplier agrees to be paid based on a billing scheme as follows: • Within thirty (30) days from completion of the delivery and issuance of the Inspection and Acceptance Report by the OSG and	

submission of all other required documents - 95% of the contract price. • One (1) year from the issuance of the Inspection and Acceptance Report by the OSG - 5% of the contract price. Any non-compliance with the technical support provisions or the 99.9% uptime requirement stated in the Terms of Reference will result in the automatic forfeiture of the 5% Warranty Deposit.	

ITEM	SPECIFICATIONS	COMPLY / NOT COMPLY
	Qualifications of the Supplier: a. The bidder must have completed, within the last three years from the date of submission and receipt of at least one (1) single contract of a similar nature, amounting to at least twenty-five percent (25%) of the ABC. For this purpose, the definition of a similar contract is the provision of a Data Center Co-location Provider. b. The provider's Data Center must have the following certifications: • TIA942 Rated 3 Facility Certified • NexCenter Certified • PCIDSS Version 4.0 • ISO 9001:2015 (Quality Management System) • ISO 14001:2015 (Environmental Quality System) • ISO 20000-1:2018 (IT Service Management System) • ISO 22301:2019 (Business Continuity Management System) • ISO 27001: 2013 (Information Security Management System) • ISO 50001: 2018 (Energy Management Systems) c. The Data Center Management Team should have: • At least one (1) Certified Data Center Professional (CDCP) • At least one (1) Certified Data Center Specialist (CDCS) • At least one (1) Cisco Certified Network Associate (CCNA)	
	Applicable provisions of the Government Procurement Reform Act (RA No. 9184) and its Revised Implementing Rules and Regulations (RIRR) shall form part of the Terms of Reference.	

TECHNICAL SPECIFICATIONS:

PARAMETERS	SPECIFICATIONS	COMPLIANCE
Full Rack Co-location	– Provision of one (1) full rack to collocate OSG's IT infrastructure.	
Internet Connectivity	Provider shall: a. Provision a leased line internet connection with a minimum bandwidth of **500Mbps** resilient with 99.99% SLA) b. Multi-telco redundant internet connectivity with a committed information rate (CIR). c. Unlimited usage with no data cap. d. Symmetrical upload and download speeds. e. Ingress, logging, quarantine, testing, mounting, connectivity, testing, and go-live support.	

The service provider's data center must satisfy the following minimum requirements:

Description	Compliance
I. Building Structure	
A. Must be designed in accordance with the National Structure Code of the Philippines using the highest consideration for building construction, maximum security, and safety	
B. It must be at least seismic Zone 4 compliant and can withstand intensity 8 earthquake.	
C. The provider must have data centers located and operated across the country's major business hubs, like in the NCR, Cebu, Davao, and North Luzon for diversity and alternative sites.	
D. The Data Center must be ANSI/TIA-942 Rated 3 or equivalent certified.	
E. The DC provider must be able to guarantee an SLA of at least 99.99% uptime.	
F. The DC provider must be the owner of the facility.	
G. The DC must be concurrently maintainable, allowing the shutdown of any electrical component for maintenance and testing without requiring the shutdown of the critical load.	
H. Area/Floor must be exclusive to hosted/co-located equipment.	
I. Floor loading design of 250psf.	
J. Power cabling must be below the raised floor, and data cabling must be overhead.	
II. **Heating, Ventilation and Air-conditioning (HVAC)**	

Description	Compliance
A. Must provide a minimum of N+1 configuration for major mechanical equipment such as cooling towers, Chillers and CRACs.	
B. Must provide a minimum of N+1 configuration for CRAC units.	
C. The CRACs must be in separate rooms with separate entry and maintenance works from the server farm to lessen security risks to client equipment & data.	
D. CRACs must have dual power supplies to eliminate single point of failure.	
E. Constant temperature must be within the range of 23degC +/-2 following latest the ASHRAE standard.	
F. Humidity must be within range of 50% RH +/-10 following latest the ASHRAE standard.	
III. **Uninterruptible Power (UPS)**	
A. Must provide a separate UPS system for the IT load and Cooling Load	
B. Must provide a minimum of 2N configuration for UPS, and 15 min back-up for CRAC supply.	
C. Must provide a minimum of 2N configuration and 15 min back-up for client racks supply.	
IV. **Backup Generators**	
A. A minimum of 2N configuration must be provided to support the power requirements of the data center.	
B. In the case of a disaster, the generators must be able to provide power for at least 72 hrs. of continuous operation without commercial power at full load	
C. The Generator sets must be Data Center Grade, allowing it to run continuously without needing to rotate the units to cool it down.	
D. The Generator Sets must have multiple fuel storage tanks, multiple pumps with bypass and backup piping systems to eliminate a single point of failure.	
V. **Fire Suppression System**	
A. Must provide an environment-friendly Gas-based fire suppression system at the Server Farm, UPS room, Battery Room and CRAC room	
B. The server farms must have discharge nozzles and smoke detectors at inside ceiling void, inside the room, and under the raised flooring.	
C. The facility must have a Very Early Warning Smoke Detection system.	
VI. **Raised Floor Specifications**	
A. Must have raised floor panels with at least 61cm x 61cm (24" x 24") dimension.	
B. Must have a minimum of 0.7m vertical raised floor height.	

Description	Compliance
C. Must have at least 1,200 kg/sqm floor loading capacity.	
D. The raised floor must have seismic bracing to provide additional stability in the event of an earthquake.	
VII. **Network Backbone Architecture**	
A. To avoid complete dependence to a single telco carrier, the provider must be carrier-agnostic.	
B. Must have a minimum of three (3) Carrier / Service Provider, allowing for a resilient (multi-carrier) design configuration.	
C. Must have minimum of two (2) diverse cable risers to the server farm up to the rack level.	
D. Must have Meet-Me-Rooms where other TELCO providers can provide the connectivity requirements of the clients. The rooms must have redundant power for the TELCO equipment cages.	
VIII. **Building Management System**	
A. The provider must have water leak detection (WLDS) systems under the raised floor.	
B. The provider must have a building manage system that will allow reliable and centralized monitoring of the following Data Center equipment:	
• **Electrical system showing the status (ON/OFF & trip position of CB's), essential parameters, utilization of equipment capacity and branch circuit monitoring of each server rack load**	
• **PUE metering**	
• **UPS & batteries status, essential parameters and alerts**	
• **Air-conditioning system CRAC's status and essential parameters**	
• **White space cold aisle temperature and humidity status and alerts**	
• **Water leak detection system status and alerts**	
• **Fire protection status and alerts**	
• **Generator system essential parameters and fuel level status**	
IX. **Support**	
A. The provider must have (at a minimum) the following capabilities:	
1. 24 x 7 helpdesk, phone, and email support	
2. Remote hands	
3. 24 x 7 site access to customer	
B. The Data Center must have a 24/7 Network Operations Center (NOC) that provides a centralized monitoring system.	
X. **Security**	

Description	Compliance
A. The provider must have multiple layers of security between the main entrance of the facility and the co-located racks for purposes of ensuring physical security.	
B. Physical access to the server farm must be controlled by a man trap.	
C. For access to the server farm, the use of both tap card and biometric authentication is a must.	
D. Must provide video surveillance cameras located in strategic areas of the building and its perimeter.	
E. Video surveillance system must have at least 6 months retention period.	
F. Employees must not be allowed to bring in their personal belongings. Lockers must be provided where employees can store their gear while they are inside the building premises.	
X. **Service & Client Corridors**	
A. For safe and easy mobilization of equipment, the services corridors must have at least 2.5m width.	
B. Data Center must be fire-rated providing the necessary protection and buffer for the server farm.	
XI. **Electrical Rooms (High Voltage Switch Gear (HVSG) and Low Voltage Switch Gear (LVSG) Rooms and Transformers)**	
A. All electrical systems must have their own redundant rooms.	
B. The HVSG must utilize vacuum type circuit breakers for safety protection during maintenance.	
C. The LVSG, must have integrated automatic transformer switch (ATS) & must utilize draw-out circuit breakers for safety protection during maintenance.	
XII. **Loading and Unloading Docks**	
A. The facility must have a provision for loading and unloading dock.	
B. The loading/unloading dock must have direct access to the freight elevator so there is less stress on the equipment during movement.	
C. The facility must have a quarantine area and staging area for equipment.	
XIII. **Freight Elevator**	
A. **It must have direct access to all floors of the data center, thereby making ingress & egress as quick & as secure as possible.**	
B. **Must have security camera installed near the freight elevator so it can monitor 3rd party vendors and other external visitors doing ingress/egress.**	
XIV. **Server Farms**	
A. Server Farms must be surrounded by "fire-rated" wall protection from the outside environment.	

Description	Compliance
B. The racks must follow a standard cold-aisle/hot-aisle configuration to improve cooling efficiency.	
C. To help achieve a more consistent ambient temperature, the hot aisles should be significantly narrower to allow hot air to rise faster and speed up the cooling cycle.	
D. Standard racks must have a minimum of a 2 x 30-amp power source.	
E. Server racks must provide an external indicator for door closed/open status.	
F. Data cables must route overhead while power must route underneath the raised floor.	
G. Raised Floor-to-ceiling heights for racks must be at least 3m.	
XV. **Migration to a different data center**	
A. In the event that a new data center is awarded, the winning bidder must be responsible for the migration of all machines (servers, storage, network switches, and others) hosted on the present data center to the other. This includes hauling and racking to the new data center.	
B. The winning bidder will initially assess the current infrastructure, develop a detailed migration and hauling plan, and ensure the new system is transferred and optimized for a seamless transition.	
C. Upon completion of migration, the winning bidder will provide comprehensive documentation on the new data center and offer training to familiarize relevant staff with the new data center platform. All necessary post-migration optimizations will be performed to ensure the system operates efficiently. The bidder will be fully accountable for the success of the migration and the stability of the new environment.	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

Note: Forms/Templates are downloadable at the GPPB website https://www.gppb.gov.ph/downloadable-forms/#tab-61412

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**;

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; **and**

☐ (c) 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**

☐ (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.

Financial Documents

☐ (g) 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**

☐ (h) 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

☐ (i) 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.

II. FINANCIAL COMPONENT ENVELOPE

☐ (j) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (k) Original of duly signed and accomplished Price Schedule(s).

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

☐ (l) *[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.

☐ (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.


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