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

[RE-BIDDING] PROCUREMENT OF ICT SUBSCRIPTION OF MANAGED SD-WAN FOR OSG BRANCH OFFICES

Government of the Republic of the Philippines

[OSG PR No. 025-07-101]

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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

[Rebidding] Procurement of ICT Subscription of Managed SD-WAN for OSG Branch Offices

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 **Four Million Four Hundred Thousand Pesos (Php4,400,000.00)** being the ABC to payments under the contract for **Procurement of ICT Subscription of Managed SD-WAN for OSG Branch Offices / OSG PR No. 025-07-101**. 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 **29 August 2025** until **10:00 am** of 17 **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 **5 September 2025 @ 10:30 am** at the **6th floor, BAC Room Convergys One 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 17 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 17 September 2025** at the **6th floor, BAC Room Convergys One 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 29, 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 of Managed SD-WAN for OSG Branch Offices**, with identification number **OSG PR No. 025-07-101.**

The Procurement Project **Procurement of ICT Subscription of Managed SD-WAN for OSG Branch Offices** 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 **Four Million Four Hundred Thousand Pesos (Php4,400,000.00)**

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 (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

7.1. The 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**.

[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.

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.

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, a similar contract shall refer to the procurement contract for any ICT security solution and or network and wireless LAN.
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 **Php88,000.00** *[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 **Php220,000.00** *[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 **Four Million Four Hundred Thousand Pesos (Php4,400,000.00)** for the **Procurement of Subscription of Managed SD-WAN for OSG Branch Officer,** inclusive of all government taxes and charges.
20.2	Must present the licenses and certifications required in the Terms of Reference. The ensure the maturity of the solution it must have the following certifications: • ISO 9001 Quality Management System • ISO/IEC 27001 Information Security Management System • ISO 27701 Privacy Information Management System • ISO/IEC 20000-1 Information Technology Service Management System • ISO 29151 Information Security of Personally Identifiable Information Protection Management System The bidder must have proof of the necessary eligibility, experience, and expertise in providing the service, with the following credentials: • The bidder must present Client Satisfaction Ratings for at least three contracts with government agencies or private organizations that are similar to this project. • The bidder shall submit a valid and current Certificate of Distributorship/Dealership/ Resellership of the product being offered, issued by the principal or manufacturer of the product (if the bidder is not

	the manufacturer). If not issued by the manufacturer, they must also submit a certification/document linking the bidder to the manufacturer.
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	*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 requirements outlined 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 Subscription of Managed SD-WAN for OSG Branch Offices			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 MANAGED SD-WAN FOR OSG BRANCH OFFICES

Background:

The Office of the Solicitor General (OSG) requires a strong and secure network infrastructure to provide smooth communication between its central office and branch offices in multiple locations. With the growing demand for high-performance, scalable, and resilient network services, traditional WAN designs confront cost, complexity, and security concerns. To overcome these restrictions, OSG plans to adopt a Managed Software-Defined Wide Area Network (SD-WAN) solution that offers centralized control, optimal traffic management, and security features customized to government operations.

A Managed SD-WAN subscription will allow OSG to increase the reliability and efficiency of inter-branch communication, assuring consistent access to essential systems like the Case Management Information System (CMIS) and other cloud-based legal research tools. By utilizing a managed service model, OSG may delegate network management tasks to a reputable supplier while maintaining security regulations and performance standards. This initiative supports the government's digital transformation efforts to improve operational efficiency, minimize downtime, and boost cybersecurity across distant offices.

Objective:

The main objective of this Terms of Reference (TOR) is to secure a Managed SD-WAN Subscription that guarantees secure, optimized, and high-availability network connectivity for OSG branch offices. To ensure that critical applications and services are accessible without interruption, the solution must offer real-time network monitoring, automated failover, and dynamic traffic routing. Furthermore, to reduce the operational overhead for OSG's IT team, the service provider must provide end-to-end administration, which encompasses deployment, maintenance, and performance analytics.

Additionally, the objectives of this TOR are to improve network security by incorporating advanced threat protection, zero-trust access controls, and integrated encryption to protect sensitive legal data that is transmitted between offices. The SD-WAN solution that is chosen must be scalable to accommodate future expansions and adhere to government cybersecurity standards and industry best practices. The project's ultimate objective is to enhance OSG's wide area networking capabilities, thereby guaranteeing a more cost-effective, resilient, and agile delivery of legal services across the country.

TERMS:

ITEM	SPECIFICATIONS	COMPLY / NOT COMPLY
	Scope. – Supply and delivery of **Subscription of Managed SD-WAN for OSG Branch Offices**.	
	ABC. - The Approved Budget for the Contract (ABC) is **Four Million and Four Hundred Thousand Pesos (₱4,400,000.00)** for twelve (12) months, inclusive of all government taxes, charges, and other standard fees.	

ITEM	SPECIFICATIONS	COMPLY / NOT COMPLY
	ICT SUBSCRIPTION	

ITEM	QTY	UNIT COST	TOTAL
Managed SD-WAN for OSG Branch Offices The solution must include the following: • Secured SD-WAN Platform for OSG Data Center Colocation • Secured SD-WAN Platform for the main office and remote Offices Virtual Central Management Platform	**1 Lot**	4,400,000.00	**4,400,000.00**
		TOTAL	**₱ 4,400,000.00**

	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)	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 requirements outlined 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, a similar contract shall refer to the procurement contract for any ICT security solution and or network and wireless LAN. b. The ensure the maturity of the solution it must have the following certifications: • ISO 9001 Quality Management System • ISO/IEC 27001 Information Security Management System • ISO 27701 Privacy Information Management System • ISO/IEC 20000-1 Information Technology Service Management System • ISO 29151 Information Security of Personally Identifiable Information Protection Management System c. The bidder must have proof of the necessary eligibility, experience, and expertise in providing the service, with the following credentials: • The bidder must present Client Satisfaction Ratings for at least three contracts with government agencies or private organizations that are similar to this project. • The bidder shall submit a valid and current Certificate of Distributorship/Dealership/ Resellership of the product being offered, issued by the principal or manufacturer of the product (if the bidder is not the manufacturer). If not issued by the manufacturer, they must also submit a certification/document linking the bidder to the manufacturer.	
	Delivery and Training: • All items should be delivered within 30 days of receipt of the Notice to Proceed. • Provide training covering essential items for correct use and day-to-day administration.	

	• Training materials, product guides, and documentation should be available online. • Must be done during business hours. • The course outline should be presented. • Training must begin upon deployment within ten (10) days of solution delivery and must be coordinated with CMS. The CMS will provide certification for delivery and training completion.	
	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:

FEATURES	SPECIFICATIONS	COMPLIANCE
NETWORK ADAPTABILITY		
General	The proposed solution must provide a secure software-defined wide area network solution interconnecting the 3 locations of the agency.	
NAT	The proposed solution must support different modes of NAT: 1) SNAT, DNAT, and bidirectional NAT. 2) One-to-one NAT, one-to-many, many to one, many to many NAT.(Modes 1:1, 1:N, N:1, M:N) 3) NAT46, NAT64, NAT66 4) DNS Mapping	
IPSec VPN		
Dynamic Connection	The product proposed must be able to setup site-to-site VPN in the following scenarios: 1) Static IP to Static IP 2) Dynamic IP to Dynamic IP 3) Static IP to Dynamic IP	
IPSec Mode	The product proposed must support IPSec modes: 1) Main mode; 2) Aggressive mode;	
IPSec ID	The product proposed must support local/peer ID type: 1) IPv4_ADDR (IP address)	

	2) FQDN 3) User_FQDN	
VPN Status Monitoring	Support monitoring the status of each VPN tunnel. The data monitoring includes: 1) Overview of all the active VPN tunnels 2) Inbound/outbound traffic; 3) Latency 4) Packet loss rate;	
Access Control		
Application Control	The proposed solution should support the application control feature and meet the following specifications: 1) Support application control and can identify & control over 9000 applications. 2) Support admin customize their own application types 3) Typical types of applications that can be controlled include games, P2P, shopping and social networking 4) Should be able to control applications via source/destination IP, username and schedule	
URL Filtering	The proposed solution must support URL filtering: 1) provide at least 70 URL categories , include game, gambling, finance, Pornography etc. 2) Support add customized the URL category. 3) Should include built-in on-premise URL signature database, not only rely on cloud or manually create URL database.	
Connection Control	The proposed solution should support features to control concurrent sessions/connections: 1) Be able to control concurrent sessions/connect by source IP, destination IP, or bidirectional. 2) Be able to set the maximum concurrent session/connection number per IP.	
Geolocation Blocking	The proposed solution should be able to control traffic based on Geolocations: 1) Be able to control the source IP by a geolocation level, that means the device has a database that can identify the access(IP) is from which	

	country/region and specify the deny or allow action 2) The geolocation identifications should be able to support the major countries in the world 3) Support the search feature to help find out a specific IP belong to which region/country 4) Support checking the status of IP that being blocked. 5) Support exclusion of specific IP from the control. 6) The Geolocation IP address database should be able to update online/manually.	
SECURITY PROTECTION		
Intrusion Prevention System	The product proposal must support the IPS feature and meet the specifications below: 1) Built-in IPS signature over 13000 entries on-premises. 2) Support customized IPS signature by regular expression, keywords, protocol, port & direction 3) Support admin change the signature default action (Block/Allow/Disable) by per signature or all signature. 4) User can use CVEID, Vulnerability Name, vulnerability ID, threat level to search for the an IPS signature. 5) The IPS module should be 70+ types of brute-force attack, for example, DB2, MongoDB, MSSQL, MySQL, FTP, IMAP, Jboss, Jenkins, Joomla, Kerberos, SMB, SMB2, Telnet, SSH, RDP, etc. 6) IPS can get up-to-date signature data automatically online via cloud threat intelligence or manually upload a signature package via web UI 7) Support detect DNS tunnel, ICMP tunnel, HTTP tunnel, Webshell encrypted communication, reverse shell.	
Botnet/Advance Persistent Threat Control	The proposed solution must support APT and meet the specifications below: 1) Detection of remote control	

	trojan, malicious URL/domain 2) Support customize ICMP, UDP, SYN packet threshold to identify malicious behaviors 3) The product should support at least 1.5 million malware/botnet signature database on-premise 4) The device can connect to cloud threat intelligence and do real-time checks for threats that cannot be identified locally. 5) An APT can effectively identify and block the abnormal traffic within well-known protocols such as RDP, SSL, IMAP, SMTP, POP3, FTP, DNS, HTTP, WEB	
Anti-Virus	The proposed solution must support the anti-virus feature: 1) Support stream based anti-virus with AI-Based anti-virus engine 2) Support protocols HTTP, HTTPS, FTP, SMTP, IMAP, POP3, SMB etc. 3) Support compress file detection, and compressed files with up to 16 layers. 4) Supports scanning files up to 20MB 5) Support detection of virus in mainstream file types, including text, image, music, movie, compressed file, executable file, document, script, etc. 5) Support cloud-based analysis with the file cannot be identified locally 6) Support whitelist by MD5 or URL path.	
Anti-DoS/DDoS	The proposed solution must support anti-DOS/DDOS features, with the following features: 1) Support ARP flood, SYN flood, UDP flood, DNS flood, ICMPflood protection. 2) Support IP/port scan protection. 3) Support detection and prevent a TearDrop attack, LAND attack, WinNuke attack, Smurf attack, Ping of death, IP fragment. 4) Support ARP Spoofing prevention	

	5) Bad IP option, Bad TCP option prevention	
Web Application Firewall	The proposed solution must support the WAF feature by itself, without additional devices. The WAF protection should meet at least the following specifications: 1) Support protect Web applications running on standard port(80) and other ports. 2) Must be able to support the attack types, such as, XSS, SQL,CRSF, CC attack, OS Command Injection, Webshell, scanner blocker, path transversal, etc. 3) Support WAF-related signature on-premise no less than 4500. And support customizing signatures. 4) Support HTTPS site protection with decryption enabled. 5) Support weak password detection for FTP, Web. Support detects web login with plaintext. Support web brute-force attack detection. 6) Support inspection of "X-Forward-For" header and block the illegal access. 7) Support HTTP request Anomaly detection, SQL injection in HTTP header, POST entity overflow, HTTP header overfloW, etc. 8) Support dedicated PHPH and JAVA deserialization prevention option, not only via IPS signatures. 9) Support Cookie-based attacks by inspecting the cookie attribute to detect the hidden threats. 10) Support built-in Web vulnerability analysis module. Analyzing the web vulnerability without causing extra load (like scanning, spidering) to the webserver. Can generate exportable web vulnerability report.	
Asset Management	The proposed solution can provide automatic asset awareness based on the assets' online/offline status, open port, and access traffic	
Account Protection	The proposed solution must support a dedicated account protection module to identify the abnormal	

	usage of user accounts. 1) Support detection of weak passwords, brute-force attacks, abnormal/suspicious logins, etc. 2) Provide a dedicated dashboard to show & respond to all the account abnormal usage events that have happened recently.	
Ransomware Protection	The proposed solution must support a dedicated ransomware protection module, which can: 1) Automatically scan and detect ransomware-related vulnerabilities, such as high-risk ports, weak passwords, brute-force attacks, etc. 2) Provide a dedicated dashboard to show and respond to all the ransomware-related vulnerabilities 3) Can provide guidance or suggested action to admin, e.g., deploy block action 4) It can help create a ransomware protection security policy automatically.	
Endpoint App Control/Application Containment	The proposed solution provides a correlation with the existing endpoint protection to do endpoint application control, 1) Deploy policy to control proxy applications or other unwanted applications 2) Provide a dashboard to monitor the running & controlled application status	
CORRELATIONS		
Correlation across Endpoint Protection	The proposed solution must be able to correlate with the existing Endpoint protection product. It must be able to launch correlation forensic requests to the existing endpoint solution. When suspicious network traffic is detected, the endpoint protection client will report to the proposed solution about the real process/file/applications that generate the suspicious traffic. Security admin can do operations through the proposed solution to quarantine file/start quick or full scan.	
SECURITY ASSESSMENT		

Passive Vulnerability Scan	The proposed solution must provide a real-time vulnerability analysis or passive vulnerability scan: 1) Detection vulnerabilities based on traffic passthrough, without any active scanning activities to the servers, minimize the extra work load and other impact 2) The vulnerabilities that can be detected include web application vulnerability, weak passwords, improper configuration on web servers, etc. 3) Support generating HTML format reports.	
VISIBILITY, LOG & REPORTING		
Business system security analysis	Support a dedicated dashboard to summarize business system(server) relate security risks, the information provide via dashboard includes: 1) Business system severity level, attack events, vulnerabilities. 2) Stages of Attack to let IT admin understand the security impact 3) One-click to block attackers IP.	
User security analysis	Support a dedicated dashboard to summarize user relate security risks, the information provide via dashboard includes: 1) User severity level, attack types, attack events; 2) Stages of Attack to let IT admin understand the security impact	
Logs	The proposed solution must support built-in log center that can keeps 4 types of logs: 1) Access Log (Application control log, user authentication log, SSL VPN log) 2) Security Log (IPS, WAF, Botnet, Email protection, Anti DoS, Web Access) 3) System log 4) Support export log to Excel file.	
Reporting	The proposed solution must support built-in reporting features, which include: 1) Generate comprehensive Security report in PDF format 2) Support security report	

	subscription by email, in daily, weekly, monthly based.	
MANAGEMENT		
Alarms	Support email alarm for: 1) Basics: admin login failure, license expiration, process faults, time inconsistency 2) High Availability 3) Resource overload, Log IO overload 4) Security events: email protection, Intrusion Prevention, WAF, anti-Dos/DDOS	
ACL Policy Optimization	The proposed solution must support the ACL policy optimizer, which helps: 1) Identify the redundant policy, expired policy, conflict policy, etc. 2) Be able to track the ACL policy life cycle, help to track every change that has been done to the ACL policies.	
Certifications		
ISO Certificates	To ensure the maturity of solution technology, the principal must have the following certifications:	
	▪ ISO 9001 Quality Management System	
	▪ ISO/IEC 27001 Information Security Management System	
	▪ ISO 27701 Privacy Information Management System	
	▪ ISO/IEC 20000-1 Information Technology Service Management System	
	▪ ISO 29151 Information Security of Personally Identifiable Information Protection Management System	
MAINTENANCE / TECHNICAL SUPPORT		
	▪ For support and services, the bidder must have the following:	
	▪ Unlimited corrective maintenance/ repair services within the warranty period	
	– Twenty-four (24) hours by seven (7) days (Monday to Sunday) technical support and must meet	

	the following response and resolution time: ▪ Critical incidents <30 minutes ▪ Critical threats <60 minutes ▪ Root cause analysis for all support cases filed.	
	• The bidder must provide full documentation for the Activity Plan on installing patches and upgrades, and Root Cause Analysis of incidents encountered.	
	• The bidder must provide on-site support for installing and deploying software patches and version upgrades.	
	• The bidder must provide a procedure for support and problem escalation	
	• The bidder must provide a procedure for support and problem escalation	
	• Submission of Activity/Service Report within 5 calendar days after rendering service	
	– The bidder must conduct system health checks every quarter with the following scope: ▪ System/Application patches, fixes, security patches, and alerts ▪ System/Application profile ▪ Resource utilization ▪ Log analysis • Formal reports on the output of conducted health checks within 5 days	

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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