OFFICE OF THE SOLICITOR GENERAL

OSG Building, 134 Amorsolo St., Legaspi Village, Makati City
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PROCUREMENT OF SUBSCRIPTION VIRTUALIZATION SOFTWARE

Government of the Republic of the Philippines

[OSG PR No. 025-07-110]

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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

Procurement of ICT Subscription Virtualization Software

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 **Five Million and Five Hundred Thousand Pesos (₱5,500,000.00)** being the ABC to payments under the contract for **Procurement of ICT Subscription Virtualization Software / OSG PR No. 025-07-110**. 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 15 days upon receipt of NTP for One (1) Year Contract**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures 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 **2 September 2025** until **10:00 am** of **22 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 **Ten Thousand Pesos (Php10,000.00)**. Interested bidders may purchase the bidding documents by

depositing the amount of **Ten Thousand Pesos (Php10,000.00)** 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 10 **September 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 22 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 22 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: ***September 02, 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 Virtualization Software**, with identification number **OSG PR No. 025-07-110.**

The Procurement Project the **Procurement of ICT Subscription Virtualization Software** 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 **Five Million and Five Hundred Thousand Pesos (₱5,500,000.00).**

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 five (5) years from the date of submission and receipt of bids. For this purpose, the definition of a similar contract is the virtual machine software, cloud-based virtual platform, or management of any virtual containers.
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 **Php110,000.00** *[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 **Php275,000.00** *[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 **Five Million Five Hundred Thousand Pesos (Php5,500,000.00)** for the **Procurement of ICT Subscription Virtualization Software,** inclusive of all government taxes and charges.
20.2	Must present the licenses and certifications required in the Terms of Reference.
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
The supplier shall be paid in full, subject to deduction of applicable taxes, upon the issuance by the OSG of the corresponding Certificate of Acceptance 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. **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 Virtualization Software			The Bidder must deliver within **fifteen (15) 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

PROCUREMENT AND SUBSCRIPTION OF A 1-YEAR CLOUD AND SERVER VIRTUALIZATION SOFTWARE WITH ON-SITE SUPPORT SERVICES

Background:

The Office of the Solicitor General is working on a transformative initiative to strengthen its current virtual assets and update its virtualization software to refresh its Virtual Machine capacity. With this endeavor, the OSG's physical servers and storage infrastructure will have more operational flexibility when managing various server operating systems (such as Linux and Windows). By managing virtual assets and embracing the benefits of virtualization, the OSG intends to boost operational performance, reduce hardware expenses, and simplify IT administration operations.

The OSG intends to utilize this upgrade to leverage the capabilities of virtual machines, creating virtualized environments that closely resemble actual hardware while supporting multiple operating systems simultaneously. The OSG aims to simplify infrastructure management by consolidating multiple server operating systems into these virtual environments, enabling faster responses to new issues and emerging technology trends. This tactical decision illustrates the Office's commitment to staying on the cutting edge of technological breakthroughs in computing and virtualization, and it represents a significant advancement in the Office's technological capabilities.

Objective:

The Office of the Solicitor General (OSG) is seeking a service provider to deliver twelve (12) months of cloud and server virtualization software with on-site support services. This requirement underscores the OSG's commitment to ensuring the seamless operation and performance of its virtualized infrastructure, encompassing both server and storage systems. The selected provider will play a crucial role in ensuring the efficiency and reliability of the OSG's virtual assets throughout the designated maintenance period.

The allotted budget is intended to cover the costs associated with software maintenance, technical assistance, and potential enhancements, ensuring that the OSG's virtualization software remains up-to-date and fully functional, meeting the dynamic demands of its operations.

TERMS:

ITEM	SPECIFICATIONS	COMPLY / NOT COMPLY
	1. Scope. – Subscription to Cloud and Software Virtualization Software.	
	2. ABC. - The Approved Budget for the Contract (ABC) is Five Million and Five Hundred Thousand Pesos (₱5,500,000.00), 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>Subscription to 1-year cloud and server virtualization software (180 cores) and 2 units of Virtualization Management Platform (Centrally Managed) for various server clusters, with premium on-site support services.

(Coverage Date: 01-JAN-26 to 31-Dec-26)</td><td>1 Lot</td><td>5,500,000.00</td><td>5,500,000.00</td></tr>
<tr><td colspan="3">TOTAL</td><td>₱ 5,500,000.00</td></tr>
</table>

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:
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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.	
The supplier shall be paid in full, subject to deduction of applicable taxes, upon the issuance by the OSG of the corresponding Certificate of Acceptance 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.	

ITEM	SPECIFICATIONS	COMPLY / NOT COMPLY
	Qualifications of the Supplier: a. The bidder must have completed, within the last five years from the submission date 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 a similar contract, the bidder must have completed at least one (1) contract for virtual machine software, cloud-based virtual platform, or management of any virtual containers within the last five years. b. The bidder shall submit a valid and current certification stating that the supplier is an authorized dealer with full support from the manufacturer. c. The bidder must present Client Satisfaction Ratings for at least three contracts with government agencies or private organizations that are similar to this project. d. The bidder must have at least one manufacturer-certified engineer for the brand being offered. A certificate is required as part of the technical component of the bid proposal. e. The bidder must have a main or satellite office in or around Metro Manila and/or nearby provinces.	
	Delivery - 15 days upon receipt of the Notice to Proceed (NTP).	
	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:

ITEM	SPECIFICATION / PARTICULAR	Statement of Compliance
	I. **Subscription of Server Virtualization Software**	
1.	Subscription of 1-year cloud and server virtualization software with on-site support services (180 cores) from coverage date: 01-Jan-26 to 31-Dec-26.	
2.	Must provide a flexible and simplified private cloud platform with public cloud extensibility. Full-stack Infrastructure as a Service (IaaS) solution that delivers software-defined compute, storage, networking, and management into a single solution.	
3.	Must have an integrated self-service infrastructure platform to deploy VMs/containers for developer agility.	
4.	Hardened platform offering built-in resilience, scaling, and clustering for non-stop operations.	
TECHNOLOGY		
5.	The proposed solution should be a software-defined IT infrastructure that virtualizes all the elements of conventional "hardware-defined" systems. The solution must be capable, at a minimum, of virtualized compute, storage, network, and security (Virtual Firewall, Bandwidth Manager, Load Balancer, and Security)	
6.	The management platform is integrated and distributed, not reliant on a single virtual or physical machine, which is more reliable.	
7,	Do not require installation of additional management software after deployment of the hypervisor to achieve basic web-based access to GUI, granular management, and easy operation.	
8.	Support correlated security service with an intelligent threat detection and response platform to automatically take actions (such as quarantine VM by distributed firewall, take snapshot for VM) against malicious activities that are detected by the security platform.	
COMPUTE		
9.	Provides a robust, production-proven, high-performance virtualization layer.	
10.	Allows cold migration of virtual machines from one hypervisor host server to another, where the hosts exist across different virtual switches.	

11.	Provides secure access and account management.	
12.	The solution must be able to convert Virtual Machine formats such as VMDK, VHD, VHDX, QCOW2, and QEMU, done via agent or agentless.	
13.	Should have High Availability. In case the server fails, all the VMs running on that host can be recovered to another clustered host to ensure business continuity.	
14.	Should have built-in back-up and support agent-less incremental VM-level back-up. For Windows VMs, file-level recovery must be supported without using 3rd Party solutions.	
15.	Support snapshot consistent group and scheduled snapshots.	
16.	Able to evaluate the performance of virtual machines and hot-add resources (vCPU and vRAM) when they are running out of CPU or memory, minimizing business downtime.	
17.	Support host health monitoring, when a host is deemed unhealthy, it will be put in an unhealthy host list, and VM placement and HA failover will avoid using the unhealthy host as a destination. When the host is back to normal, it can be taken out of the unhealthy host list automatically.	
STORAGE		
18.	Supports data reconstruction to intelligently protect business performance and can intelligently limit the data reconstruction speed to avoid IO performance occupation during the data reconstruction process from affecting business performance.	
19.	Support disk bad sector prediction, scanning, and repair to maximize data security.	
20.	Support storage capacity prediction based on historical usage statistics and consumption behavior.	
21.	Support disk remaining lifecycle prediction.	
NETWORKING		
22.	Natively supports deploying virtual routers, virtual switches and firewalls.	
23.	Built-in distributed firewall to apply granular access control policy between VMs, securing east-west traffic (also known as Micro-segmentation).	
24.	The virtual router supports high availability. A failed virtual router can be automatically recovered upon host failure, to ensure high availability of the 0routing service.	
25.	Visualized Network topology can be completed simply by dragging objects and drawing connections via a visualized web-based management panel.	

SECURITY		
26.	Considering the network security of cloud platforms, cloud platforms need to have built-in distributed seven-layer network attack protection capabilities. Support enabling network protection functions for specified virtual machines, batches of virtual machines, specified IP addresses, and specified IP ranges based on virtual machines, and do not invalidate security capabilities due to IP address changes or migrations	
27.	To avoid additional economic losses and simplify the complexity of handling security issues, the cloud platform needs to provide a reliable guided ransomware virus processing process, including emergency isolation, retaining the status, restoring the cloud host, scanning for viruses, and restoring the network. It also supports pre-ransomware virus protection, automatic snapshots of virtual machines during suspected ransomware detection, and post-ransomware virus guided processing	
28.	To facilitate the flexible expansion of subsequent business virtual machines, secure virtualization authorization is required to support authorization based on the number of CPUs	
MANAGEMENT		
29.	Operations: Performance Optimization, Capacity Management, Compliance, Monitoring and Troubleshooting, Log Analytics	
30.	Automation: Automated Lifecycle Management, App/Infra Provisioning, Governance	
CONTINUOUS DATA PROTECTION		
31.	The solution must include license-activated Continuous Data Protection (CDP) to support second-level data protection.	
32.	Continuous Data Protection (CDP) must support recording VMs' IOs at an interval as minimum as 1 second, and data can be restored at any point in time in the past 3 days.	
33.	Continuous Data Protection (CDP) must be agentless to avoid any negative impact on VMs' stability and performance.	
CERTIFICATION		
34.	To ensure the maturity of the Hyper-converged Infrastructure solution, the vendor must be CMMI L5 certified.	

35.	To ensure it's at par with international security standards, the proposed solution vendor must have the below ISO certifications: - ISO 9001: Quality Management System Certification - ISO 20000-1: IT Service Management System Certification - ISO 27001: Information Security Management Certification - ISO 27701: Privacy Information Management Certification	
36.	Vendor must be included in the Gartner Magic Quadrant for Hyperconverged Infrastructure	
	II. Software Deliverables for a period of 12 months	
1.	The bidder must provide a 1-year cloud and server virtualization software (180 cores) subscription with the above specifications.	
2.	The bidder must provide 2 units of Virtualization Management Platform (Centrally Managed Server).	
3.	The bidder should provide software maintenance and technical support for 12 months as outlined below.	
	III. Software Maintenance and Technical Support for a period of 12 months	
1.	The bidder must have a 24/7 helpdesk phone and email technical support with a response time of 30 minutes or less for incidents related to the Software Licenses listed in the technical requirements.	
2.	The bidder must provide 24/7 onsite technical support with a two (2) hour response time for critical incidents. Critical incidents are defined as incidents that prevent OSG from successfully providing IT services due to the failure of systems running on software.	
3.	The bidder should address an unlimited number of support requests escalated by OSG.	
4.	The bidder must provide on-site support for installing and deploying software patches and version upgrades.	
5.	The bidder must provide access to the Virtual Machines portal for downloading the latest product contents, patches, and updates/upgrades, including extensive online self-help resources and a knowledge base. Advice on patches and fixes shall also be provided.	
6.	The bidder must provide unlimited corrective maintenance activity (if applicable) and must meet the following conditions: • Twenty-four (24) hours by seven (7) days of support during the contract duration • Thirty (30) Minutes response time for phone and email, and 2 hours response time for on-site support • Root cause analysis for all support cases filed	

7.	The bidder must submit the service report within five (5) calendar days after rendering the service.	
8.	The bidder must provide complete documentation for the Activity Plan on installing patches and upgrades, and Root Cause Analysis for incidents encountered.	
9.	The bidder must provide a procedure for support and problem escalation.	
10.	The bidder must conduct system health checks every quarter. • System/Application patches, fixes, security patches, and alerts • System/Application profile • Resource utilization • Log analysis • Formal reports on the output of the conducted health check Submission of the health check report within five (5) calendar days after rendering the service.	
11.	The bidder must provide a certificate for the above services as part of the technical requirements.	
	IV. Migration	
1.	If a new virtualization solution is introduced, the winning bidder will be responsible for managing the migration process from the existing OSG virtualization environment to the new virtualization platform. The bidder will initially assess the current infrastructure, develop a detailed migration plan, and ensure the new system is configured and optimized for a seamless transition.	
2.	The winning bidder will perform test migrations to verify functionality, followed by the full migration of all virtual machines (VMs). This process will be carried out with minimal disruption, and any issues encountered during the migration will be promptly addressed.	
3.	The winning bidder must also maintain data integrity and system availability throughout the process.	
4.	Upon completion, the winning bidder will provide comprehensive documentation on the new system and offer training to familiarize relevant staff with the new 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.	
5.	The winning bidder is only allowed an additional fifteen (15) days for the platform migration and five (5) days for the training and familiarization of the CMS staff on the new virtualization platform.	

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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