

D



Social Security System
East Avenue, Diliman, Quezon City

PHILIPPINE BIDDING DOCUMENTS

Fifth Edition - October 2016

Procurement of GOODS

ACQUISITION OF NETWORK EQUIPMENT

ITB-SSS-Goods-2019-018

March 2019

Government of the Republic of the Philippines

Leo Calixto C. Abayon
Chairperson, TWG

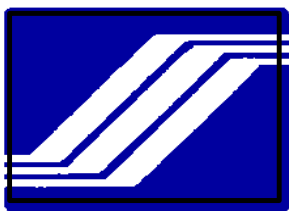
TABLE OF CONTENTS

SECTION I. INVITATION TO BID	4
SECTION II. INSTRUCTIONS TO BIDDERS	6
A. GENERAL	6
1. Scope of Bid	6
2. Source of Funds.....	6
3. Corrupt, Fraudulent, Collusive, and Coercive Practices	6
4. Conflict of Interest	7
5. Eligible Bidders.....	8
6. Bidder’s Responsibilities.....	10
7. Origin of Goods.....	11
8. Subcontracts	12
B. CONTENTS OF BIDDING DOCUMENTS	12
9. Pre-Bid Conference	12
10. Clarification and Amendment of Bidding Documents.....	12
C. PREPARATION OF BIDS	13
11. Language of Bids	13
12. Documents Comprising the Bid: Eligibility and Technical Components	13
13. Documents Comprising the Bid: Financial Component	15
14. Alternative Bids.....	15
15. Bid Prices	16
16. Bid Currencies.....	17
17. Bid Validity	17
18. Bid Security.....	17
19. Format and Signing of Bids	19
20. Sealing and Marking of Bids.....	20
D. SUBMISSION AND OPENING OF BIDS	21
21. Deadline for Submission of Bids	21
22. Late Bids	21
23. Modification and Withdrawal of Bids.....	21
24. Opening and Preliminary Examination of Bids	21
E. EVALUATION AND COMPARISON OF BIDS	23
25. Process to be Confidential.....	23
26. Clarification of Bids	23
27. Domestic Preference	23
28. Detailed Evaluation and Comparison of Bids	24
29. Post-Qualification.....	25
30. Reservation Clause	26
F. AWARD OF CONTRACT	27
31. Contract Award	27
32. Signing of the Contract	27
33. Performance Security	28
34. Notice to Proceed	28
35. Protest Mechanism	29
SECTION III. BID DATA SHEET	30
SECTION IV. GENERAL CONDITIONS OF CONTRACT	37
1. Definitions.....	37

2.	Corrupt, Fraudulent, Collusive, and Coercive Practices	38
3.	Inspection and Audit by the Funding Source	39
4.	Governing Law and Language	39
5.	Notices.....	39
6.	Scope of Contract	39
7.	Subcontracting.....	39
8.	Procuring Entity’s Responsibilities.....	40
9.	Prices	40
10.	Payment	40
11.	Advance Payment and Terms of Payment	41
12.	Taxes and Duties	41
13.	Performance Security	41
14.	Use of Contract Documents and Information	42
15.	Standards	42
16.	Inspection and Tests	42
17.	Warranty.....	43
18.	Delays in the Supplier’s Performance.....	43
19.	Liquidated Damages.....	44
20.	Settlement of Disputes	44
21.	Liability of the Supplier	45
22.	Force Majeure	45
23.	Termination for Default	45
24.	Termination for Insolvency.....	46
25.	Termination for Convenience.....	46
26.	Termination for Unlawful Acts.....	46
27.	Procedures for Termination of Contracts	47
28.	Assignment of Rights	48
29.	Contract Amendment	48
30.	Application	48
SECTION V. SPECIAL CONDITIONS OF CONTRACT		49
SECTION VI. SCHEDULE OF REQUIREMENTS.....		58
SECTION VII. TECHNICAL SPECIFICATIONS.....		63
A.	HARDWARE / SOFTWARE / FUNCTIONAL SPECIFICATIONS	63
B.	WARRANTY REQUIREMENTS	89
C.	MAINTENANCE SERVICES.....	91
SECTION VIII. BIDDING FORMS.....		95
A.	BID FORM	96
B.	BID BREAKDOWN.....	98
C.	FORMULA IN THE COMPUTATION OF NFCC	103
D.	STATEMENT OF ON-GOING GOVERNMENT AND PRIVATE CONTRACTS WITH ATTACHED SUPPORTING DOCUMENTS (I.E. P.O/CONTRACTS)	104
E.	STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC	105
F.	OMNIBUS SWORN STATEMENT	106
G.	BID-SECURING DECLARATION	110
H.	CONTRACT AGREEMENT FORM.....	112

ANNEX A. SOFTWARE DEFINED WIDE AREA NETWORK (SD-WAN)
SOLUTION 113

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
SOCIAL SECURITY SYSTEM

East Avenue, Diliman, Quezon City
 Tel. Nos. (632)920-6401*(632)920-6446

E-mail: member_relations@sss.gov.ph*Website <http://www.sss.gov.ph>

Invitation to Bid
ITB-SSS-Goods-2019-018

ACQUISITION OF NETWORK EQUIPMENT

Approved Budget for the Contract (ABC) and Source of Fund	Delivery/ Completion Period	Price of Bid Documents (non- refundable)	Date/Time	
			Pre-bid Conference	Deadline of Submission and Receipt of Bids
<p>P 124,545,092.70</p> <p>Broken down as follows:</p> <p>Lot I – Supply and Delivery of Branch Network Routers P 66,084,618.00</p> <p>Lot II – Supply and Delivery of Ethernet Switches P 35,500,000.00</p> <p>Lot III – Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site P 11,510,474.70</p> <p>Lot IV – Supply, Delivery and Installation of Two (2) BGP Routers P 9,000,000.00</p> <p>Lot V – Supply, Delivery and Installation of the following:</p> <p>a) VPN Concentrators – Two units</p> <p>b) Access Point Controller – One unit</p> <p>c) Access Points – Five units P 2,450,000.00</p> <p>Source of Fund: 2019 Corporate Operating Budget (COB) – CAPEX & MOOE</p>	<p>Sixty (60) Calendar Days upon receipt of Notice to Proceed</p> <p>Sixty (60) Calendar Days upon receipt of Notice to Proceed</p> <p>Forty-five (45) Calendar Days upon receipt of Notice to Proceed</p> <p>Forty-five (45) Calendar Days upon receipt of Notice to Proceed</p> <p>Forty-five (45) Calendar Days upon receipt of Notice to Proceed</p>	<p>Lot I – P27,500.00</p> <p>Lot II – P20,000.00</p> <p>Lot III – P11,500.00</p> <p>Lot IV – P 9,000.00</p> <p>Lot V – P2,400.00</p>	<p>March 22, 2019 (Friday) 2:30p.m.</p>	<p>April 5, 2019 (Friday) 2:00p.m.</p>

1. The **SOCIAL SECURITY SYSTEM** now invites Bids for the above item. Delivery of the GOODS is required within the period specified above. **Bidders should have completed within five (5) years prior to 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 - Instruction to Bidders.
2. Bids received in excess of the ABC shall be automatically rejected at Bid opening.
3. Bidding shall be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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

4. Interested bidders may obtain further information from the SSS and inspect the Bidding Documents at the address in the last item of the ITB from Monday to Friday, 8:00a.m. to 5:00p.m.
5. **A complete set of Bidding Documents may be acquired by interested bidders starting 13 March 2019 up to the scheduled submission and receipt of bids** from the address stated in the last item of the ITB and upon payment of the applicable fee for the Bidding Documents, in the amount specified above.

The mode of payment shall be on a cash basis payable at the SSS Cash Department, Ground Floor, SSS Main Bldg., upon accomplishment of SSS Form R-6. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

It may also be **downloaded free of charge** from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the SSS, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The SSS shall hold a Pre-Bid Conference on the date and time specified above at the Green Room, 12th Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City which shall be open to prospective bidders, but attendance shall not be mandatory. To ensure completeness and compliance of bids, bidders are advised to send their authorized technical and/or administrative representatives who will prepare the bid documents.
7. Bids must be duly received by the BAC Secretariat at the Green Room, 12th Floor, SSS Main Building, East Avenue, Diliman, Quezon City on the deadline specified above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on the date & time specified above at the Green Room, 12th Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids shall be opened in the presence of the Bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.

8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time on the immediately succeeding business day in Quezon City.
9. The SSS 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. The SSS assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in the procurement process, nor does SSS guarantee that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the proposal most advantageous to the agency.
11. For further information, please refer to:

Bids & Awards Committee

The Secretariat

2nd Flr., SSS Main Bldg., East Ave., Diliman, Q.C.

Tel # (632) 922-1070; 920-6401 local 5492/6382

Email – bac@sss.gov.ph

Facsimile number – (632) 924-7380

**THE CHAIRPERSON
BIDS & AWARDS COMMITTEE**

ref.: itb-sss-goods-2019-018-Network Equipment

Section II. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB Clause 28**.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;

- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1. Unless otherwise provided in the BDS, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and

- (e) Persons/entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the BDS:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. Unless otherwise provided in the BDS, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the BDS.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders’ NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under ITB Clause 10.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 - (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
 - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
 - (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
 - (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the BDS, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the BDS. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.
- (ii) Statement 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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
 - (ii.2) date of the contract;
 - (ii.3) contract duration;
 - (ii.4) owner's name and address;
 - (ii.5) kinds of Goods;
 - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –
- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
 - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
 - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
 - (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

- 13.1. The financial component of the bid shall contain the following:
- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
 - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding.

A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

- 14.2. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. 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 the **BDS**.
 - (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted 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, listed in the **BDS**.
 - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
 - (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with ITB Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(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.	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to ITB Clause 32, and the posting of the performance security pursuant to ITB Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the ITB Clause 18.2.
- 18.5. The bid security may be forfeited:
 - (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);

- (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the BDS shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with ITB Clause 21;
 - (d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**. In case the deadline for submission of bids fall on a non-working day duly declared by the president, governor, or mayor or other government official authorized to make such declaration, the deadline shall be the next working day.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

23.3. Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

- 24.9. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.10. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
 - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
 - (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
 - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the BDS.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12 and 13.
- 29.2. 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**.
- Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
 - (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of valid JVA, if applicable, within ten (10) calendar days from receipt of the Notice of Award;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(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.	Thirty percent (30%)

- 33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is SOCIAL SECURITY SYSTEM .
1.2	<p>The name of the Contract is Acquisition of Network Equipment.</p> <p>The identification number of the Contract is _____.</p> <p>The lot(s) and reference is/are:</p> <p>This bid consists of five (5) lots bidding for the Acquisition of Network Equipment.</p> <p>Lot 1: Supply and Delivery of Branch Network Routers</p> <p>Lot 2: Supply and Delivery of Ethernet Switches</p> <p>Lot 3: Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site</p> <p>Lot 4: Supply, Delivery and Installation of Two (2) BGP Routers</p> <p>Lot 5: Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through 2019 Approved Budget of ₱124,545,092.70 for Network Equipment.</p> <p>The name of the Project is: Acquisition of Network Equipment.</p>
3.1	No further instructions.
5.1	Bidder should not have any pending case filed against the SSS, its employees and officials.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<p>The Bidder must have completed, within five (5) years prior to the submission and opening of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC for each lot.</p> <p>For this purpose, similar contracts shall refer to</p> <p>Lot 1: Installation and implementation of Routers</p> <p>Lot 2: Installation and implementation of Access Switches</p> <p>Lot 3: Installation and implementation of Core Switch</p> <p>Lot 4: Installation and implementation of BGP Routers</p> <p>Lot 5: Installation and implementation of Access Points with VPN Concentrator</p>

ITB Clause	
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The SOCIAL SECURITY SYSTEM will hold a pre-bid conference for this Project as indicated in the Advertisement.
10.1	<p>The Procuring Entity's address is:</p> <p><i>The Chairperson</i> <i>BIDS AND AWARDS COMMITTEE</i> <i>2nd Floor, SSS Main Building</i> <i>East Avenue, Diliman, Quezon City</i> <i>Tel No: (632)922-2991, 922-1070, 920-6401 loc.5491</i> <i>E-mail: bac@sss.gov.ph</i> <i>Facsimile number: (632) 924-7380</i> <i>Website: http://www.sss.gov.ph</i></p>
12.1(a)	<p><i>First Envelope:</i></p> <p>(i) PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.</p> <p>(ii) Statement 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 within the period of five (5) years. The statement shall include, for each contract, the following:</p> <p style="padding-left: 40px;">(ii.1) name of the contract;</p> <p style="padding-left: 40px;">(ii.2) date of the contract;</p> <p style="padding-left: 40px;">(ii.3) contract duration;</p> <p style="padding-left: 40px;">(ii.4) owner's name and address;</p> <p style="padding-left: 40px;">(ii.5) kinds of Goods;</p> <p style="padding-left: 40px;">(ii.6) amount of contract and value of outstanding contracts;</p> <p style="padding-left: 40px;">(ii.7) date of delivery; and</p> <p style="padding-left: 40px;">(ii.8) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.</p> <p>(iii) Statement of Single Largest Completed Contract similar to the project to be bid equivalent to at least fifty percent (50%) of the ABC.</p> <p><i>(For Statement of SLCC, it shall include the amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement.)</i></p>

ITB Clause									
	<p>(iv) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank;</p> <p>(v) JVA or the Duly Notarized Statement in accordance with Section 23.1 (b) of the 2016 Revised IRR of RA9184, if applicable</p> <p>(vi) Bid Securing Declaration or any form of Bid Security in the amount stated in the BDS, which shall be not less than the percentage of the ABC in accordance with the following schedule:</p> <table border="1" data-bbox="516 568 1390 1325"> <thead> <tr> <th data-bbox="521 568 1040 675">Form of Bid Security</th> <th data-bbox="1040 568 1385 675">Amount of Bid Security (Not less than the Percentage of the ABC)</th> </tr> </thead> <tbody> <tr> <td data-bbox="521 675 1040 782">Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td> <td data-bbox="1040 675 1385 782">Two percent (2%) or</td> </tr> <tr> <td data-bbox="521 782 1040 1049">Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td> <td data-bbox="1040 782 1385 1049"> <i>Lot 1: ₱1,321,692.36</i> <i>Lot 2: ₱710,000.00</i> <i>Lot 3: ₱230,209.50</i> <i>Lot 4: ₱180,000.00</i> <i>Lot 5: ₱49,000.00</i> </td> </tr> <tr> <td data-bbox="521 1049 1040 1325">Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td data-bbox="1040 1049 1385 1325"> Five percent (5%) or <i>Lot 1: ₱3,304,230.90</i> <i>Lot 2: ₱1,775,000.00</i> <i>Lot 3: ₱575,523.74</i> <i>Lot 4: ₱450,000.00</i> <i>Lot 5: ₱122,500.00</i> </td> </tr> </tbody> </table> <ul style="list-style-type: none"> • Bank issued securities must be issued by a universal/commercial bank. • Surety Bonds must be accompanied by a certification from Insurance Commission that issuer is authorized to issue such security. • Bid Securing Declaration must be notarized by a duly commissioned Notary Public. <p>(vii) Technical Proposal/Specifications</p> <p>(a) Statement of Compliance with the Technical Specifications , as enumerated and specified in Sections VI (Schedule of Requirements) and VII (Technical Specifications) of the Bidding Documents;</p> <p>(viii) Omnibus Sworn Statement (form supplied in the BTS)</p> <p>(a) Sworn statement by the Bidder or its duly authorized representative in accordance with Section 25.3 of RA 9184 and its 2016 Revised IRR notarized by a duly commissioned Notary Public.</p> <p>(i) Statement attesting to the Bidder's responsibilities pursuant to ITB Clause 6.</p> <p>(ii) That it is not "blacklisted" or barred from bidding the GOP or any of its agencies, offices, corporations or LGUs, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;</p>	Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)	Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%) or	Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	<i>Lot 1: ₱1,321,692.36</i> <i>Lot 2: ₱710,000.00</i> <i>Lot 3: ₱230,209.50</i> <i>Lot 4: ₱180,000.00</i> <i>Lot 5: ₱49,000.00</i>	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%) or <i>Lot 1: ₱3,304,230.90</i> <i>Lot 2: ₱1,775,000.00</i> <i>Lot 3: ₱575,523.74</i> <i>Lot 4: ₱450,000.00</i> <i>Lot 5: ₱122,500.00</i>
Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)								
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%) or								
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	<i>Lot 1: ₱1,321,692.36</i> <i>Lot 2: ₱710,000.00</i> <i>Lot 3: ₱230,209.50</i> <i>Lot 4: ₱180,000.00</i> <i>Lot 5: ₱49,000.00</i>								
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%) or <i>Lot 1: ₱3,304,230.90</i> <i>Lot 2: ₱1,775,000.00</i> <i>Lot 3: ₱575,523.74</i> <i>Lot 4: ₱450,000.00</i> <i>Lot 5: ₱122,500.00</i>								

ITB Clause	
	<ul style="list-style-type: none"> (iii) That each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct; (iv) That it authorizes the SOCIAL SECURITY SYSTEM or its duly authorized representative(s) to verify all the documents submitted; (v) That the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute, and perform any and all acts necessary and/or to represent the Bidder in the bidding; (vi) That it complies with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; (vii) That it complies with existing labor laws and standard and; (viii) That it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel, or representative of the government in relation to any procurement project or activity.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
13.1(a)	<p><i>Second Envelope</i></p> <p>Financial Proposal</p> <ul style="list-style-type: none"> 1. Cost Proposal (Form Supplied) 2. Bid Breakdown (Form Supplied)
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	<p>The ABC for five (5) lots bidding;</p> <p>Lot 1: Supply and Delivery of Branch Network Routers ABC=₱66,084,618.00</p> <p>Lot 2: Supply and Delivery of Ethernet Switches ABC=₱35,500,000.00</p> <p>Lot 3: Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site ABC=₱11,510,474.70</p> <p>Lot 4: Supply, Delivery and Installation of Two (2) BGP Routers ABC=₱9,000,000.00</p> <p>Lot 5: Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points ABC= ₱2,450,000.00</p> <p>Any bid with a financial component exceeding the ABC per Lot shall not be accepted.</p>

ITB Clause																					
15.4(a)(iv)	No incidental services are required.																				
15.4(b)(i)	Not applicable.																				
15.4(b)(ii)	No incidental services are required.																				
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.																				
16.3	Not applicable.																				
17.1	Bids will be valid for one hundred twenty (120) calendar days reckoned from the date of the submission and opening of bids.																				
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>1. The amount of</p> <table border="1" data-bbox="488 760 1336 1298"> <tbody> <tr> <td data-bbox="488 760 751 867">₱1,321,692.36</td> <td data-bbox="751 760 1336 867">Lot 1: Supply and Delivery of Branch Network Routers</td> </tr> <tr> <td data-bbox="488 867 751 949">₱ 710,000.00</td> <td data-bbox="751 867 1336 949">Lot 2: Supply and Delivery of Ethernet Switches</td> </tr> <tr> <td data-bbox="488 949 751 1056">₱ 230,209.50</td> <td data-bbox="751 949 1336 1056">Lot 3: Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site</td> </tr> <tr> <td data-bbox="488 1056 751 1138">₱ 180,000.00</td> <td data-bbox="751 1056 1336 1138">Lot 4: Supply, Delivery and Installation of Two (2) BGP Routers</td> </tr> <tr> <td data-bbox="488 1138 751 1298">₱ 49,000.00</td> <td data-bbox="751 1138 1336 1298">Lot 5: Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points</td> </tr> </tbody> </table> <p>if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>2. The amount of</p> <table border="1" data-bbox="488 1462 1336 1871"> <tbody> <tr> <td data-bbox="488 1462 751 1545">₱ 3,304,230.90</td> <td data-bbox="751 1462 1336 1545">Lot 1: Supply and Delivery of Branch Network Routers</td> </tr> <tr> <td data-bbox="488 1545 751 1627">₱ 1,775,000.00</td> <td data-bbox="751 1545 1336 1627">Lot 2: Supply and Delivery of Ethernet Switches</td> </tr> <tr> <td data-bbox="488 1627 751 1709">₱ 575,523.74</td> <td data-bbox="751 1627 1336 1709">Lot 3: Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site</td> </tr> <tr> <td data-bbox="488 1709 751 1791">₱ 450,000.00</td> <td data-bbox="751 1709 1336 1791">Lot 4: Supply, Delivery and Installation of Two (2) BGP Routers</td> </tr> <tr> <td data-bbox="488 1791 751 1871">₱ 122,500.00</td> <td data-bbox="751 1791 1336 1871">Lot 5: Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points</td> </tr> </tbody> </table> <p>if bid security is in Surety Bond.</p>	₱1,321,692.36	Lot 1: Supply and Delivery of Branch Network Routers	₱ 710,000.00	Lot 2: Supply and Delivery of Ethernet Switches	₱ 230,209.50	Lot 3: Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site	₱ 180,000.00	Lot 4: Supply, Delivery and Installation of Two (2) BGP Routers	₱ 49,000.00	Lot 5: Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points	₱ 3,304,230.90	Lot 1: Supply and Delivery of Branch Network Routers	₱ 1,775,000.00	Lot 2: Supply and Delivery of Ethernet Switches	₱ 575,523.74	Lot 3: Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site	₱ 450,000.00	Lot 4: Supply, Delivery and Installation of Two (2) BGP Routers	₱ 122,500.00	Lot 5: Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points
₱1,321,692.36	Lot 1: Supply and Delivery of Branch Network Routers																				
₱ 710,000.00	Lot 2: Supply and Delivery of Ethernet Switches																				
₱ 230,209.50	Lot 3: Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site																				
₱ 180,000.00	Lot 4: Supply, Delivery and Installation of Two (2) BGP Routers																				
₱ 49,000.00	Lot 5: Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points																				
₱ 3,304,230.90	Lot 1: Supply and Delivery of Branch Network Routers																				
₱ 1,775,000.00	Lot 2: Supply and Delivery of Ethernet Switches																				
₱ 575,523.74	Lot 3: Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site																				
₱ 450,000.00	Lot 4: Supply, Delivery and Installation of Two (2) BGP Routers																				
₱ 122,500.00	Lot 5: Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points																				
18.2	The bid security shall be valid for one hundred twenty (120) calendar days reckoned from the date of the submission and opening of bids.																				
20.3	<p>Each Bidder shall submit five (5) sets.</p> <p>1. One (1) Envelope marked ORIGINAL; and</p> <p>2. Four (4) Envelopes marked COPY NO. ____ .</p>																				

ITB Clause	
21	<p>The address for the submission of bids is the Social Security System's:</p> <p>BIDS AND AWARDS COMMITTEE <i>Green Room, 12TH Floor, SSS Main Building</i> <i>East Avenue, Diliman, Quezon City</i></p> <p>The deadline for submission of bids is indicated in the Bid Bulletin.</p>
24.1	<p>The place of bid opening is the Social Security System's:</p> <p>BIDS AND AWARDS COMMITTEE <i>Green Room, 12TH Floor, SSS Main Building</i> <i>East Avenue, Diliman, Quezon City</i></p> <p>The date and time of bid opening is indicated in the Bid Bulletin.</p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	<p>Grouping and Evaluation of Lots –</p> <p>Partial bids are allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p> <p>Lot 1: Supply and Delivery of Branch Network Routers ABC=₱66,084,618.00</p> <p>Lot 2: Supply and Delivery of Ethernet Switches ABC=₱35,500,000.00</p> <p>Lot 3: Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site ABC=₱11,510,474.70</p> <p>Lot 4: Supply, Delivery and Installation of Two (2) BGP Routers ABC=₱9,000,000.00</p> <p>Lot 5: Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points ABC= ₱2,450,000.00</p>
28.4	No further instructions.
29.2	<p>The bidder with the lowest calculated bid as evaluated shall submit within non-extendible five (5) calendar days upon written notice the following documentary requirements:</p> <ol style="list-style-type: none"> 1. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS); 2. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months (July 2018 – December 2018) filed electronically (EFPS);

ITB Clause																																											
	<p>3. Other Technical Requirements</p> <p>3.1. Description of the hardware component of the bidder’s proposal</p> <p>3.2. Authorized Resellership/Dealership of the proposed product/s, if the bidder is not the manufacturer of the proposed products/s to be issued by the manufacturer.</p> <p>3.3. Certification of the following for Lot 1 to Lot 5:</p> <p>3.3.1. Availability of spare parts within the warranty period.</p> <p>3.3.2. Authorized Resellership/Dealership of the proposed product/s, if the bidder is not the manufacturer of the proposed product/s to be issued by the manufacturer</p> <p>3.3.3. From the manufacturer local office (Philippines) stating that the bidder is a Tier1 partner or equivalent</p> <p>3.3.4. Bidder is in the network system integration business for at least five (5) years in the Philippines and system integrator partner of the proposed brand for the last three (3) years</p> <p>3.4. Support Experience</p> <p>For Lots 3 and 4, bidders must have technical experience in providing support for the required equipment.</p> <p>3.5. List of Certified Engineers for the following</p> <table border="1" data-bbox="534 1166 1336 1709"> <thead> <tr> <th></th> <th>Lot 1</th> <th>Lot 2</th> <th>Lot 3</th> <th>Lot 4</th> <th>Lot 5</th> </tr> </thead> <tbody> <tr> <td>• One (1) Certified Network Professional – Routing and Switching</td> <td>✓</td> <td></td> <td>✓</td> <td></td> <td></td> </tr> <tr> <td>• One (1) Certified Network Professional - Security</td> <td>✓</td> <td></td> <td>✓</td> <td>✓</td> <td></td> </tr> <tr> <td>• Two (2) Certified Network Associates or Specialist</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td></td> </tr> <tr> <td>• One (1) Certified Network Expert or Highest level of Certification</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td></td> </tr> <tr> <td>• One (1) Certified Network Professional – Routing</td> <td></td> <td></td> <td></td> <td>✓</td> <td></td> </tr> <tr> <td>• Two (2) Certified Security Professional or Expert</td> <td></td> <td></td> <td></td> <td></td> <td>✓</td> </tr> </tbody> </table> <p>Submit photocopy of valid certification, resume and company ID. Certified engineer should be with the bidder for a period of one (1) year before the bid opening.</p>		Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	• One (1) Certified Network Professional – Routing and Switching	✓		✓			• One (1) Certified Network Professional - Security	✓		✓	✓		• Two (2) Certified Network Associates or Specialist	✓	✓	✓	✓		• One (1) Certified Network Expert or Highest level of Certification	✓	✓	✓	✓		• One (1) Certified Network Professional – Routing				✓		• Two (2) Certified Security Professional or Expert					✓
	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5																																						
• One (1) Certified Network Professional – Routing and Switching	✓		✓																																								
• One (1) Certified Network Professional - Security	✓		✓	✓																																							
• Two (2) Certified Network Associates or Specialist	✓	✓	✓	✓																																							
• One (1) Certified Network Expert or Highest level of Certification	✓	✓	✓	✓																																							
• One (1) Certified Network Professional – Routing				✓																																							
• Two (2) Certified Security Professional or Expert					✓																																						
32.4(f)	No additional requirement.																																										

Section IV. General Conditions of Contract

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The “Funding Source” means the organization named in the **SCC**.
- (k) “The Project Site,” where applicable, means the place or places named in the **SCC**.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but shall not exceed five percent (5%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex “D” of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity’s authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity’s authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity’s own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) but shall not exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but shall not exceed five percent (5%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22 if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
 - (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.

- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is SOCIAL SECURITY SYSTEM .
1.1 (i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1 (j)	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through the 2019 SSS Corporate Operating Budget:</p> <p>a) Lot 1: Supply and Delivery of Branch Network Routers, CAPEX - Network Equipment in the amount of ₱66,084,618.00</p> <p>b) Lot 2: Supply and Delivery of Ethernet Switches, CAPEX - Network Equipment in the amount of ₱35,500,000.000</p> <p>c) Lot 3: Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site, CAPEX – Network Equipment in the amount of ₱8,858,826.70, MOOE - Network Equipment in the amount of ₱2,651,648.00</p> <p>d) Lot 4: Supply, Delivery and Installation of Two (2) BGP Routers, CAPEX – Network Equipment in the amount of ₱9,000,000.00</p> <p>e) Lot 5: Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points, CAPEX – Network Equipment in the amount of ₱2,450,000.00</p>
1.1 (k)	The Project sites are at the SSS Main Office and Disaster Recovery Site.
2.1	No further instructions.
5.1	<p>The SOCIAL SECURITY SYSTEM’s address for Notices is:</p> <p>THE CHAIRPERSON BIDS AND AWARDS COMMITTEE <i>2nd Floor, SSS Main Building East Avenue, Diliman, Quezon City Tel. No. (632) 922-2991; 922-1070; 920-6401 local 5491 Email: bac@sss.gov.ph Facsimile number: (632) 924-7380 Website: http://www.sss.gov.ph</i></p> <p>The Supplier’s address for Notices refers to winning bidder.</p>
6.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad, state “The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS.”</i></p>

GCC Clause	
	<p><i>For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered to the Bids and Awards Committee, Green Room, 12th floor, SSS Main Building, East Avenue, Diliman Quezon 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.”</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier’s factory inspection report; (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site. <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked “freight pre-paid” and five copies of the non-negotiable bill of lading; (iii) Original Supplier’s factory inspection report;

GCC Clause	
	<p>(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</p> <p>(v) Original and four copies of the certificate of origin (for imported Goods);</p> <p>(vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</p> <p>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</p> <p>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is Network & Communications Department (NCD).</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p> <p>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>(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</p> <p>(e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>(a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p>

GCC Clause	
	<p>(b) in the event of termination of production of the spare parts:</p> <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods within the duration of the contract.</p> <p>Other spare parts and components shall be supplied as promptly as possible, but in any case within 24 hours from placing the order.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>

GCC Clause	
	<p>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> <p>Compliance with SS Law –</p> <p>The Winning Supplier shall report all its employees to SSS for coverage and their contribution, as well as, all amortization for salary/education/calamity and other SSS loans shall be updated. Failure to comply during contract award or implementation shall be a ground for cancellation/termination of the contract.</p>
10.4	Not applicable.
10.5	Payment using LC is not allowed.

GCC Clause	
11.3	<p>The terms of payment shall be in accordance with the schedule as stipulated in the Approved and Signed Agreement between the SSS and the winning bidder.”</p> <p>Lot I – P 66,084,618.00; Lot II – P 35,500,000.00</p> <p>Lot III – P 11,540,474.70; Lot IV – P 9,000,000.00</p> <p>Lot V – P 2,450,000.00</p>
13.4(c)	No further instructions.
16.1	<p>The inspections and tests that will be conducted are:</p> <p>A. DURING POST-QUALIFICATION</p> <p>Lowest Calculated Bid (LCB) being evaluated must deliver and install the following network equipment within five (5) calendar days from receipt of Notice from BAC for demonstration and testing of product functions and features.</p> <p>All cost, if any, of the hardware, software and other incidental expenses during the post-qualification shall be to the account of the vendor</p> <p>FOR LOT 1: Supply and Delivery of Branch Network Routers</p> <p>LCB being evaluated must deliver, install and configure the proposed network equipment within five (5) calendar days from receipt of Notice from BAC for actual demonstration of technical specification stated in Section VII of the PBD at SSS Baguio Branch and to be assisted by NCD representative as follows:</p> <ol style="list-style-type: none"> 1. One (1) unit of the proposed brand and model of Edge Router <p>The following criteria shall be considered in the evaluation using the attached checklist (Annex “A”):</p> <ol style="list-style-type: none"> 1. Router hardware specifications should be the same with the Technical specification required for this bidding 2. The Routers in Baguio branch should be able to do the following: <ol style="list-style-type: none"> a. Once directly connected to Internet, it should be able to provide secured Dynamic Multipoint Virtual Private Network connection to Main Office (MO) and other SSS Branch b. With two WAN connections (Globe and PLDT) and Internet, router should be able to segregate per link the data traffics going to MO, to Office365 and Internet. c. When one of the 3 links is unavailable, the router should dynamically reroute the traffics to the two remaining connections d. There are three sets of users in these branches; user group 1 - can access all intranet SSS applications in MO, Office365 and

GCC Clause	
	<p>Internet, User Group 2 – can access SSS Application in MO and Office365. User Group 3- can access intranet applications only;</p> <ol style="list-style-type: none"> i. For user group 1 – <ul style="list-style-type: none"> - The router should be able to route intranet application traffics to MO through the two WAN links. Access to Office365 and Internet browsing is through local Internet connection. In the event that local direct Internet connection is down; access to Office365 and Internet is through MO Internet link via the available two WAN connections. ii. For user group 2 – <ul style="list-style-type: none"> - The router should be able to route intranet application traffics to MO through the two WAN links. Access to Office365 is via local Internet connection. In the event that local direct Internet connection is down; access to Office365 through MO Internet link via the available two WAN connections. iii. For user group 3 – <ul style="list-style-type: none"> - The router should be able to route intranet application traffics to MO through the two WAN links. iv. When the WAN links (MPLS and IPVPN) are down, all traffic should be routed to Internet (iGov or DSL) Intranet via VPN going to head office <ul style="list-style-type: none"> Office365 <ul style="list-style-type: none"> - User Group 1- Direct internet - User Group 2 – Direct Internet - User Group 3 - None <p>3. Software Define Network Controller and Network Management (Hardware & Software) must be on operational state. Can be an appliance-based demo or running on VM environment</p> <p>B. PRIOR TO PRODUCT ACCEPTANCE</p> <p><u>Product Delivery and Inspection</u></p> <ol style="list-style-type: none"> 1. Product Delivery Requirements <p>All Lots shall be delivered to SSS Main Office, SSS Main Building, East Ave., Diliman, Quezon City.</p> 2. Inspection Requirements <p>Initial product inspection shall be conducted by SSS Inspection Team, IT Resource Management Department (ITRMD), OSD and NCD.</p> 3. Configuration and Testing Requirements <ol style="list-style-type: none"> a) Lots 1 and 2, shall be configured at the SSS Main Office by the vendor. b) Lot 3, shall be installed and configured at the DR site by the vendor.

GCC Clause	
	<p>c) Lot 4, One (1) unit shall be installed and configured at SSS Main Office and One (1) unit at DR site by the vendor.</p> <p>d) Lot 5, Five (5) units of Access Points and One (1) unit of AP Controller shall be configured in the Main Office. Two (2) units of VPN concentrator shall each be installed and configured in the Main Office and SSS DR site.</p>
	<p>C. Performance/Acceptance Testing</p> <p>The proposed products shall undergo a performance test for a period of thirty (30) calendar days, which shall commence on the first Monday immediately following the day when the Advise of Complete Installation is submitted by the vendor.</p> <p>The acceptance testing shall be conducted by the designated representatives of NCD.</p> <p>Supplier must therefore ensure that product is ready for performance and acceptance testing within sixty (60) calendar days upon Notice to Proceed (NTP).</p> <p>Immediately upon successful completion of the performance testing for a period of fifteen (15) calendar days, SSS shall notify the bidder in writing of acceptance of the product and authorize payment subject to the usual Commission on Audit (COA) rules and regulations.</p> <p>The product shall be accepted by designated representatives of NCD.</p> <p>However, if successful completion of the performance period is not attained within sixty (60) calendar days except for Lot 1 which is ninety (90) calendar days from receipt of Notice to Proceed (NTP), SSS shall have the option of terminating the contract or continuing the performance test. In continuing the performance test, a daily penalty of 1/10 of 1% of the delayed items shall be imposed on the bidder.</p> <p>The SSS' option to terminate the contract shall remain in effect until such time a successful completion of the performance test is attained. However, when the penalty amount has reached 10% of the total contract price, the SSS shall have the option to automatically terminate the contract.</p> <p>Upon cancellation of the contract, SSS will forfeit the performance security and the contract may be awarded to the bidder found to have the next Lowest Calculated and Responsive Bid.</p> <p>In awarding the contract to the bidder with the next Lowest Calculated and Responsive Bid, the forfeited performance security will be applied to the difference in the bid price. If the forfeited performance security is insufficient, the bidder whose bond was forfeited shall shoulder the remaining difference in cost.</p> <p>No payment will be made until the hardware is accepted and based on</p>

GCC Clause											
	<p>Section VII Technical Specifications.</p> <p>Crafting of acceptance criteria is not limited to the generic specifications mentioned in Section VII (Technical Specifications) of this bid document. Additional criteria for the configuration works may be required from the supplier as may be warranted and deemed necessary by the SSS.</p>										
17.3	<p>A warranty on all delivered goods is required for a period of</p> <table border="1" data-bbox="477 595 1263 1161"> <tbody> <tr> <td data-bbox="477 595 1110 687">Lot I: Supply and Delivery of Branch Network Routers</td> <td data-bbox="1110 595 1263 687">3 Years</td> </tr> <tr> <td data-bbox="477 687 1110 779">Lot II: Supply and Delivery of Ethernet Switches</td> <td data-bbox="1110 687 1263 779">5 Years</td> </tr> <tr> <td data-bbox="477 779 1110 907">Lot III: Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site</td> <td data-bbox="1110 779 1263 907">2 Years</td> </tr> <tr> <td data-bbox="477 907 1110 999">Lot IV: Supply, Delivery and Installation of Two (2) BGP Routers</td> <td data-bbox="1110 907 1263 999">3 Years</td> </tr> <tr> <td data-bbox="477 999 1110 1161">Lot V: Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points</td> <td data-bbox="1110 999 1263 1161">3 Years</td> </tr> </tbody> </table> <p>Vendor’s obligations under the required warranty are specified in Section VII. Technical Specifications – “Warranty Requirements” and “Remedial Requirements Within Warranty Period”.’</p>	Lot I: Supply and Delivery of Branch Network Routers	3 Years	Lot II: Supply and Delivery of Ethernet Switches	5 Years	Lot III: Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site	2 Years	Lot IV: Supply, Delivery and Installation of Two (2) BGP Routers	3 Years	Lot V: Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points	3 Years
Lot I: Supply and Delivery of Branch Network Routers	3 Years										
Lot II: Supply and Delivery of Ethernet Switches	5 Years										
Lot III: Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery Site	2 Years										
Lot IV: Supply, Delivery and Installation of Two (2) BGP Routers	3 Years										
Lot V: Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points	3 Years										
17.4	<p>The period for correction of defects under the warranty period is specified in Section VII – Technical Specifications – “Remedial Requirements Within the Warranty Period”</p>										
21.1	<p>No additional provision.</p>										

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.

LOT I - SUPPLY AND DELIVERY OF BRANCH NETWORK ROUTERS			
Item No.	Description	Quantity	Delivered, Weeks/Months
1	Network Equipment		
	a) Router	165 units	Within sixty (60) calendar days upon receipt of Notice to Proceed
	b) SD-WAN Management, Configuration and Monitoring Solution <ul style="list-style-type: none"> i. Hub Router ii. Master Controller Router iii. SDN Controller iv. Network Monitoring System for 165 Routers v. VPN Concentrator 	1 lot	
	c) Network Monitoring System for Other Devices	1 lot	
	d) Administration Laptop	2 units	
	e) Cable Tray	1 lot	
	f) Fiber Patch Cord	1 lot	
2	Documentation		
	Installation, Systems and Operations Manual		Within sixty (60) calendar days upon receipt of Notice to Proceed
	a) Hardcopy	1	
	b) Softcopy in USB Flash Drive	1	
3	Training / Transfer of Technology Requirements <i>(Note: All costs related to the conduct of training shall be to the account of the vendor)</i>		
	a) Comprehensive forty (40) hours class room type training on System Configuration, Installation, Trouble Shooting and Maintenance, Basic Routing (OSPF & EIGRP) and Switching	6 pax	Within Ninety (90) calendar days upon receipt of Notice to Proceed
	b) Comprehensive forty (40) hours class room type training on proposed Network Monitoring and Software Define Network	6 pax	Within Ninety (90) calendar days upon receipt of Notice to Proceed
	c) One hundred twenty (120) hours Manufacturer Network Professional Training. Certification Exam must be included.	2 pax	Within Ninety (90) calendar days upon receipt of Notice to Proceed
4	Three (3) Year Warranty		Upon acceptance of equipment by the project proponent

LOT II - SUPPLY AND DELIVERY OF ETHERNET SWITCHES			
Item No.	Description	Quantity	Delivered, Weeks/Months
1	Supply and Delivery of 435 Access Switch		Within sixty (60) calendar days upon receipt of Notice to Proceed
	Access Switch	435 units	
2	Documentation		Within sixty (60) calendar days upon receipt of Notice to Proceed
	Installation, Systems and Operations Manual		
	a) Hardcopy	1	
	b) Softcopy in USB Flash Drive	1	
3	Training / Transfer of Technology Requirements <i>(Note: All costs related to the conduct of training shall be to the account of the vendor)</i>		Within Ninety (90) calendar days upon receipt of Notice to Proceed
	a) Comprehensive forty (40) hours training on system configuration, installation, trouble shooting and maintenance, and interconnection of network devices with certification	12 pax	
	b) One hundred twenty (120) hours manufacturer network professional training. Certification Exam must be included.	2 pax	
4	Five (5) Years Warranty		Upon acceptance of equipment by the proponent

LOT III - SUPPLY, DELIVERY AND INSTALLATION OF ONE (1) CORE SWITCH FOR DISASTER RECOVERY SITE			
Item No.	Description	Quantity	Delivered, Weeks/Months
1	Supply, Delivery, Installation, Configuration and Testing of DR Core Switch		
	DR Core Switch	1	Within forty-five (45) calendar days upon receipt of Notice to Proceed
2	Documentation		
	Installation, Systems and Operations Manual		Within forty-five (45) calendar days upon receipt of Notice to Proceed
	a) Hardcopy	1	
	b) Softcopy in USB Flash Drive	1	
3	Training / Transfer of Technology Requirements <i>(Note: All costs related to the conduct of training shall be to the account of the vendor)</i>		Within Ninety (90) calendar days upon receipt of Notice to Proceed
	a) Comprehensive training for forty (40) hours on System Configuration, Advance Routing & Switching, PBR, Tunneling and Virtual Device Context in two (2) batches	8 pax	
4	Two (2) Years Warranty		Upon acceptance of equipment by the project proponent
5	Three (3) Years Maintenance		To commence after the two (2) year warranty period

LOT IV - SUPPLY, DELIVERY AND INSTALLATION OF TWO (2) BGP ROUTERS			
Item No.	Description	Quantity Total	Delivered, Weeks/Months
1	Supply, Delivery, Installation, Configuration and Testing of BGP Router		Within forty-five (45) calendar days upon receipt of Notice to Proceed
	BGP Router	2	
2	Documentation		Within forty-five (45) calendar days upon receipt of Notice to Proceed
	Installation, Systems and Operations Manual		
	a) Hardcopy	1	
	b) Softcopy in USB Flash Drive	1	
3	Training / Transfer of Technology Requirements <i>(Note: All costs related to the conduct of training shall be to the account of the vendor)</i>		Upon acceptance of equipment by the project proponent
	a) Comprehensive training for forty (40) hours on System Configuration, OSPF and BGP Routing in two (2) batches	10 pax	Within ninety (90) calendar days upon receipt of Notice to Proceed
4	Three (3) Years Warranty Inclusive of Maintenance		Upon acceptance of equipment by the project proponent

LOT V - SUPPLY, DELIVERY AND INSTALLATION OF TWO (2) VPN CONCENTRATORS, ONE (1) ACCESS POINT CONTROLLER AND FIVE (5) ACCESS POINTS			
1	Supply, Delivery, Installation, Configuration and Testing of VPN Concentrator, Access Point Controller and Access Points	Quantity	
	a) VPN Concentrator	2 units	Within forty-five (45) calendar days upon receipt of Notice to Proceed
	b) Access Point Controller	1 unit	
	c) Access Points	5 units	
2	Documentation		Within forty-five (45) calendar days upon receipt of Notice to Proceed
	Installation, Systems and Operations Manual		
	c) Hardcopy	1	
	d) Softcopy in USB Flash Drive	1	
3	Training / Transfer of Technology Requirements <i>(Note: All costs related to the conduct of training shall be to the account of the vendor)</i>		Within Ninety (90) calendar days upon receipt of Notice to Proceed
	a) Comprehensive classroom type training for forty (40) hours on system configuration installation, troubleshooting and maintenance of the proposed products	6 pax	
4	Three (3) Years Warranty		Upon acceptance of equipment by the project proponent

Section VII. Technical Specifications

Bidders shall state in the Statement of Compliance below, 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” shall 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 Bidders 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 provisions of **ITB** Clause 3.1a(ii) and/or **GCC** Clause 2.1(a)(ii).

A. Hardware / Software / Functional Specifications

Item	Specification	Statement of Compliance (Vendor Supplied)
LOT I: SUPPLY AND DELIVERY OF BRANCH NETWORK ROUTERS		
1	TECHNICAL SPECIFICATIONS OF 165 UNITS OF BRANCH NETWORK ROUTERS	
1.1	1 Rack unit form factor	
1.2	Must have two built-in RJ-45-based ports.	
1.3	Must have one built-in SFP-based port.	
1.4	Must be able to handle up to 50 Mbps of Aggregate Throughput.	
1.5	Router capacity can be increased to up 100 Mbps with a remote performance-on-demand license upgrade (no hardware upgrade)	
1.6	Must have 8GB of flash	
1.7	Must have 8GB of DRAM	
1.8	Each router must have 1 x 2-port GE WAN Network Interface module that supports dual-mode RJ45 & SFP ports.	
1.9	Capable of supporting 3G /4G LTE cellular wireless WAN via additional module	
1.10	Capable of housing and integrating high-performance, power-optimized blade servers within the router chassis via additional module	
1.11	Capable of supporting Solid-State Drives (SSD) and server cards for local storage and computing capability	
1.12	Capable of supporting open service containers for third party apps (VM creation)	
1.13	Capable of allowing KVM-based virtual machines to run within the router	
1.14	Must have the ability to separate Data plane, Control Plane, and should have a Separate Services Plane that allows to host applications directly on the router without any Modules.	

Item	Specification	Statement of Compliance (Vendor Supplied)
1.15	The Services Plane should embody the software processing of a broad spectrum of WAN-oriented services, which can run concurrently, efficiently share the platform's memory and CPU, and perform as reliably as if running on dedicated appliances or as if it has its own dedicated CPU and memory that can't starve the resources of the control or data plane.	
1.16	Must have a distributed multicore architecture	
1.17	Supports WAN MACsec	
1.18	Supports online removal and insertion (OIR) for module upgrades without network disruption.	
1.19	Must support PFRv3 or equivalent technology offering Intelligent Path Control	
1.20	Must support NBAR2 or equivalent technology offering application visibility	
1.21	Must support AppNav or equivalent technology	
1.22	Must support AVC or equivalent technology	
1.23	Must support Locator/ID Separation Protocol (LISP)	
1.24	Must support TrustSec or equivalent technology	
1.25	Must have security features that support Zone Based Firewall, IPsec VPN.	
1.26	<p>Must have a Software-based security solution for building scalable enterprise VPNs that support distributed applications such as voice and video. The solution must provide ff:</p> <ul style="list-style-type: none"> - On-demand full mesh connectivity with simple hub-and-spoke configuration. - Automatic IP Security (IPsec) triggering for building an IPsec tunnel. 	
1.27	Must have the following routing protocols: RIP v1/v2, Enhanced IGRP or equivalent, OSPF, BGP, PBR.	
1.28	Must have a feature that helps assure the performance of new business-critical IP applications as well as IP services that use data and voice in an IP network.	
1.29	Must support voice features such as Branch Telephony, Survivability, and Session Boarder Control.	
1.30	Supports FXO, FXS, DID and E1 Voice Module	
1.31	<p>a) 148 units of router must have 1 x 2-port Network Interface Module – FXS, FXS-E and DID</p> <p>b) 17 units of router must have 1 x 2-port FXS, FXS-E, DID and 4-port FXO Network Interface Module</p>	
1.32	Must have integration with Network management solution that offers comprehensive lifecycle management of wired access, campus, and branch-office networks, rich visibility into end-user connectivity, and application performance assurance. Must come with device license for Network Management Software.	

Item	Specification	Statement of Compliance <i>(Vendor Supplied)</i>
1.33	Supports cloud-ready WAN optimization solutions that accelerate applications delivered from private and virtual private cloud infrastructure, using policy-based on-demand orchestration.	
1.34	Must have Complete Application View of the Network with Granular Control over Each Application thru Application Visibility and Control, Deep packet Inspection and Per-flow routing features.	
1.35	Support software-defined Network (SDN) controller that offers Software-Defined WAN.	
1.36	Must have license portability that lets your software licenses stay current through hardware upgrades and replacements at no additional cost.	
1.37	Must have Embedded IP Security (IPsec) VPN hardware acceleration.	
1.38	Must have High-performance multicore processors wherein data plane uses an emulated Flow Processor (FP) that delivers application-specific integrated circuit (ASIC)-like performance that does not degrade as services are added.	
1.39	Must have Hardware authentication that protects against hardware counterfeiting by using an on-board tamper-proof silicon, including field replaceable modules. If authentication fails, the module is not allowed to boot.	
1.40	Must have Secure boot feature that performs hardware-based authentication of the bootloader software to prevent malicious or unintended software from booting on the system.	
2	SOFTWARE DEFINED WAN SOLUTION TO MANAGE THE PROPOSED 165 ROUTERS AND EXISTING 12 ROUTERS	
2.1	Provides ease of management through single integration platform with capabilities of advanced routing, dynamic WAN path selection, application visibility and control, WAN acceleration, firewall, and an IPsec VPN gateway	
2.2	Supports context-based routing i.e. application-, endpoint-, and network-aware routing to provide improved user application experiences	
2.3	Supports consistent services and granular control across all segments of the network which will only require fewer specialized management resources	
2.4	Provides comprehensive threat defense services that protect branch-office resources without requiring client agents on endpoints for a simpler security management	
2.5	Must be capable of providing easy multi-homing over any carrier service offering, including MPLS, broadband, and cellular 4G/LTE thereby promoting independence from the transport being used	
2.6	Must be capable of simplifying the routing design with a single routing control plane and minimal peering to providers, to provide organizations ease in changing providers and transport options	
2.7	Must be capable of delivering intelligent path control by monitoring actual application performance on the path that the applications are traversing, and by directing traffic to the appropriate path based on these real-time performance measurements	

Item	Specification		Statement of Compliance <i>(Vendor Supplied)</i>
2.8	Must be capable of feature that provides application awareness with deep packet inspection of traffic in order to identify and monitor applications' performance		
2.9	Must be capable of probing mechanism that generates real-time transport protocol traffic, which allows measuring jitter and packet loss using performance monitors.		
2.10	Must be capable of application-based policies that are designed to support the specific performance needs of applications		
2.11	Must be capable of evenly distributing traffic and maintaining equivalent link utilization levels and load balancing traffic.		
2.12	Must be capable of service orchestration in the network that enables centralized configuration, automatic discovery, and single-touch provisioning.		
2.13	Must have feature that allows different priorities and bandwidth to traffic flows based on application type and requirements		
2.14	Must be capable of protecting access links from man-in-the middle and malware attacks		
2.15	Supports local content caching for faster access		
2.16	Must be manageable through Software-Defined Networking (SDN) controller that is used to manage and operate software-defined WANs (SD-WANs).		
2.17	Hub Border Router		
	2.17.1	Existing SSS DMVPN router can be utilized for this component – only upgrade of resource is needed	
	2.17.2	Enables application-based policy driven framework that provides a multi-site aware bandwidth and path control optimization for WAN and cloud-based applications.	
	2.17.3	Collects data from performance monitor cache and smart probe results, provides a degree of aggregation of this information, and influences the packet forwarding path to manage user traffic.	
	2.17.4	Measures the traffic flow and network performance passively and report metrics based on user traffic and include bandwidth, one-way delay, jitter, and loss.	
	2.17.5	Uses flow information to passively gather throughput and TCP performance information and sends these to the network controller	
2.18	Master Controller Router		
	2.18.1	Acts as the central processor and database for the performance routing system	
	2.18.2	Gathers information from performance-aware devices to determine whether or not traffic classes are in or out of policy, and instruct these devices how to ensure that traffic classes remain in policy using route injection	

Item	Specification		Statement of Compliance (Vendor Supplied)
	2.18.3	Defines all policies and applies to various traffic classes that then traverse sent over peering infrastructure.	
	2.18.4	Makes optimization decision and provides path control policies	
	2.18.5	Dictates the desired treatment for a set of specified differentiated service code points in the network based on the policies created	
	2.18.6	Must be 19 inches rack mountable	
	2.18.7	Must have at least six (6) GE SFP and two (2) 10GE SFP based built-in ports	
	2.18.8	Must have six (6) 1GE Copper Transceiver	
	2.18.9	Must have out-of-band system console and auxiliary ports, USB, and Ethernet ports for router configuration and maintenance	
	2.18.10	Must have at least 8GB DRAM and scalable up to 16GB DRAM	
	2.18.11	Must have 8-GB embedded USB (eUSB) flash drive	
	2.18.12	Must have 1-GB USB flash-memory support	
	2.18.13	Must have redundant Power supply	
	2.18.14	Must have front-to-back airflow	
	2.18.15	Must have at least 1 expansion slot	
	2.18.16	Must support WAN MACsec on its built-in ports	
	2.18.17	Supports at least 2.5 Gbps throughput but upgradable through a software-activated feature license to 5, 10, or 20 Gbps	
	2.18.18	Must have robust deep packet inspection performance at high throughputs for Application, Visibility, and Control	
2.19	SDN Controller - Must provide 3 units of hardware or based on the best practice and standard of the propose Solution		
	2.19.1	CPU speed: 10 CPU cores	
	2.19.2	RAM: 64 GB	
	2.19.3	Storage: 1.7Tb	
	2.19.4	RAID level: Hardware-based RAID at RAID level 10	
	2.19.5	Disk I/O speed: 200 MBps	
	2.19.6	Network adapter: minimum of 1 Gigabit Ethernet ports	
	2.19.7	Redundant AC Power Supply	
	2.19.8	Provides Network information database/device inventory	
	2.19.9	Auto discovers and maps network devices to a physical topology with detailed device-level data.	
	2.19.10	Provides a highly secure, scalable, seamless, and unified zero-touch-deployment experience.	

Item	Specification		Statement of Compliance (Vendor Supplied)
	2.19.11	Supports intelligent WAN application that defines business-level preferences by application or groups of applications.	
	2.19.12	Must have a feature that provides automating inspection and visualization of the path taken by a flow between two endpoints in the network.	
	2.19.13	The platform supports both wired and wireless enterprise networks across the Campus, Branch and WAN infrastructures. It offers the following benefits:	
	2.19.14	a. Creates an intelligent, open, programmable network with open APIs	
	2.19.15	b. Saves time, resources, and costs through advanced automation	
	2.19.16	c. Transforms business intent policies into a dynamic network configuration	
	2.19.17	d. Provides a single point for network wide automation and control	
	2.19.18	Must have a feature that abstracts away the complexity of deploying Quality of Service across a heterogeneous network.	
	2.19.19	Must have a dashboard with graphical displays of key applications on the controller and their operational status	
	2.19.20	Supports dashboard and widgets containing device inventory, Discovery-Unreachable Devices, branch sites, Host, Path trace, QOS, and plug-and-play projects.	
	2.19.21	Supports automation of the provisioning of the DMVPN.	
2.20	Network Monitoring System for The Proposed 165 Routers and Existing Network Devices		
	2.20.1	CPU speed: 10 CPU cores (2.3 GHz)	
	2.20.2	RAM: 64 GB	
	2.20.3	Storage:4 x 900 GB	
	2.20.4	RAID level: RAID 10	
	2.20.5	Disk I/O speed: 320 MBps	
	2.20.6	Network adapter: minimum of 1 Gigabit Ethernet ports	
	2.20.7	Redundant AC Power Supply	
	2.20.8	Provides lifecycle management, assurance visibility and troubleshooting capabilities network wide - from the wireless user in the branch office, across the WAN, and to the data center.	
	2.20.9	Single-pane-of-glass management, unified platform for network service provisioning, monitoring and assurance and change and compliance management.	
	2.20.10	Deep application visibility and industry-leading technologies for application visibility and network policy optimization.	

Item	Specification		Statement of Compliance <i>(Vendor Supplied)</i>
	2.20.11	Must have comprehensive coverage of enterprise mobility, delivers pinpoint visibility into the who, what, when, where, and how of wireless access through its own data collection and key integrations.	
	2.20.12	Ability to track a user in the branch connecting via a mobile or wired device, all the way to a compute resource in the data center is essential to faster onboarding, remediation and troubleshooting.	
	2.20.13	Centralized visibility of distributed networks	
	2.20.14	Must have the ability to customize alarms based on the operational needs of the enterprise. Customizable syslog-based alarms provides the ability to custom create new alarms and prioritize operator response.	
	2.20.15	Must have the ability to perform an audit of the network devices against the configuration archive or the device configuration.	
	2.20.16	Supports Integration with the SDN Controller, provides the ability to automate new device deployment using Zero Touch Provisioning capabilities (https based PnP agent) in the network devices.	
	2.20.17	<p>Must include device licenses to manage the following SSS' existing devices:</p> <ul style="list-style-type: none"> a. 2 x Nexus 7009 Core Switch b. 120 x Catalyst 2960X Switch c. 10 x ISR 4321 d. 10 x Catalyst 2960X e. 3 x ASR 1002-X 	
2.21	VPN Concentrator		
	2.21.1	Proposed firewall must run using multiple purpose-built, high-performance application specific (ASIC) processors to accelerate compute-intensive security services and to provide the performance required to deliver enterprise-class security solution	
	2.21.2	Network-based ASICs that work at the interface level to accelerate traffic by offloading traffic from the main CPU. Key processes include IPv4 and IPv6 traffic, IPsec VPN encryption, CAPWAP traffic, and multicast traffic	
	2.21.3	Content-based ASICs that works outside of the direct flow of traffic, providing high-speed cryptography and content inspection services. Key processes include IPS signature matching acceleration, high performance IKE and RSA computation, SSL/TLS protocol processor for SSL content scanning and SSL acceleration	
	2.21.4	The system must support IPv6 routing protocols, IPv6 tunneling, IPv6 firewalling and UTM, NAT46, NAT64 and IPv6 IPSec VPN	

Item	Specification		Statement of Compliance <i>(Vendor Supplied)</i>
	2.21.5	Be proprietary to prevent inheriting common OS vulnerabilities	
	2.21.6	Allow complete or partial (per virtual entity) configuration backup and restore	
	2.21.7	Provide CLI command configuration file that is readable by Windows Notepad	
	2.21.8	Have option for encrypted backup file	
	2.21.9	The proposed system shall have the ability to detect, log and take action against network traffic based on over 3,000 application signatures	
	2.21.10	The administrator shall be able to define application control list based on selectable application group and/or list and its corresponding actions	
	2.21.11	The administrator shall be able to set the Session TTL, apply traffic shaping and DSCP marking of the selected application/group.	
	2.21.12	The proposed system shall have the ability to manage and control VoIP usage	
	2.21.13	IPSec VPN	
	2.21.14	SSL VPN	
	2.21.15	Must have remote peer support: IPSEC-compliant dialup clients, peers with static IP/dynamic DNS	
	2.21.16	Must support authentication method: certificate, pre-shared key	
	2.21.17	Must support IPSEC Phase 1 mode: aggressive and main (ID protection) mode	
	2.21.18	Must support encryption: DES, 3DES, AES128, AES192, AES256	
	2.21.19	Must have XAuth support as client or server mode	
	2.21.20	Must have XAuth for dialup users: Server type option (PAP, CHAP, Auto), NAT Traversal option	
	2.21.21	The solution should be able to locally store event (audit) information	
	2.21.22	The solution should be able to locally store alert information	
	2.21.23	The solution should be able to send all log types above to an external syslog server	
	2.21.24	“Recommended” by NSS Lab’s independent testing on its Next Generation Firewall (NGFW) Security Value Map	
	2.21.25	Hardware Specifications	
		2.21.25.1	4 GE SFP slots
		2.21.25.2	2 GE RJ45 Management ports

Item	Specification		Statement of Compliance (Vendor Supplied)
	2.21.25.3	2 USB ports	
	2.21.25.4	1 RJ45 Console Port	
	2.21.25.5	2x240 GB SSD local storage	
	2.21.26	Performance Capacity	
	2.21.26.1	32 Gbps firewall throughput	
	2.21.26.2	3 μs Firewall latency (64 byte, UDP)	
	2.21.26.3	30 Mpps Firewall Throughput (Packet per Second)	
	2.21.26.4	4 Million Concurrent Sessions (TCP)	
	2.21.26.5	300,000 new session (TCP)	
	2.21.26.6	10,000 firewall policies	
	2.21.26.7	20 Gpbs IPsec VPN Throughput	
	2.21.26.8	2,000 Gateway-to-gateway IPsec VPN Tunnels	
	2.21.26.9	50,000 Client-to-Gateway IPsec VPN Tunnels	
	2.21.26.10	2.5 Gbps SSL-VPN Throughput	
	2.21.26.11	500 Concurrent SSL-VPN Users (Recommended maximum, tunnel mode)	
	2.21.26.12	6.8 Gbps SSL Inspection Throughput (IPS/HTTP)	
	2.21.26.13	7 Gbps Application Control Throughput (THHP/65K)	
	2.21.26.14	10/10 Virtual Domains	
	2.21.26.15	Active-Active, Active-Passive, Clustering – High Availability Configurations	
3	TECHNICAL SPECIFICATIONS OF NETWORK MONITORING SYSTEM FOR OTHER DEVICES		
3.1	The proposed solution must include Hardware Server and OS needed to run the software		
3.2	The proposed monitoring solution should be able to monitor: routers, switches, firewalls, wireless device, Servers and other SNMP-enabled devices		
3.3	Should automatically provide real-time, in-depth network performance statistics after discovery/configuration of devices, including but not limited to, (a) CPU load (b) Memory utilization (c) Interface utilization (d) packet loss		
3.4	The proposed monitoring solution should be able to discover devices in the network with SNMP and ICMP capabilities automatically, on input of (a) IP address ranges (b) subnets (c) individual IP addresses		
3.5	show statistics like interface bandwidth, current traffic in bps, total bytes received/transmitted etc.		

Item	Specification	Statement of Compliance <i>(Vendor Supplied)</i>
3.6	Should monitor hardware health for popular vendors like Cisco, DELL, F5, Juniper, HP etc. and should allow alerting and reporting on hardware health monitoring	
3.7	Should display information including alerting for major routing protocols (BGP, OSPF, RIP, EIGRP) with options to view and search routing tables including VRFs, changes in default routes and flapping routes, router topology and neighbor statuses	
3.8	Should show both realtime details and historical details in form of charts with option to choose the time periods	
3.9	Should provide reliable and up-to-date information for switch port capacity planning and compliance requirements	
3.10	Should allow whitelisting and watch lists with automatic alerts and click-of-a-button port shutdown	
3.11	Should investigate into device/user access with detailed information on switch port data and connection	
3.12	Should have a tool to perform robust network diagnostics for faster troubleshooting and quick resolution of complex network issues combining 5 of the most popular tools - Response Time Monitor, Interface Monitor, CPU Monitor, Memory Monitor, and TraceRoute.	
3.13	It should quickly highlight devices with issues, based on different properties like response time, cpu load, memory usage, high interface usage etc.	
3.14	It should allow creation of custom dashboards and restrict views for users based on devices or interfaces, i.e. it should have role-based access	
3.15	The proposed monitoring solution should provide current and historical out-of-the-box reports for various statistics monitored and reports can be sent out on schedule as daily, weekly, monthly reports	
3.16	The proposed monitoring solution should be able to display events and alerts in the web console with alerting mechanism to allow complex conditions and condition groups to be specified for narrowing down the alert condition	
3.17	Should have various actions that can be taken, including but not limited to, sending out emails, forwarding SNMP traps, running executables, sending SMS text alerts, playing sound, emailing a web page etc.	
3.18	The proposed monitoring solution should allow grouping of devices by various properties -- by department, by location, by name and by other properties gathered	
3.19	The proposed monitoring solution should be able to represent the network pictorially and display performance details of devices in real time	
3.20	Should allow customization of background, icons etc. and should allow multiple network maps to be nested with drill-down capabilities	
3.21	Should provide advanced network troubleshooting for on-premises, hybrid, and cloud services with critical path hop-by-hop analysis	

Item	Specification	Statement of Compliance <i>(Vendor Supplied)</i>
3.22	Should provide accelerated identification of root cause by dragging-and-dropping network performance metrics on a common time line for immediate visual correlation across all of your network data.	
3.23	Should automatically calculate exhaustion dates using customizable thresholds based on peak and average usage.	
3.24	Should be able to manage and monitor up to 10,000 ports	
4	ADMINISTRATION LAPTOP	
4.1	Two (2) management laptop with 8GB RAM memory, i7 intel processor, 6th Generation Intel processor, Windows 10 OS, 1 TB of storage capacity, Ethernet on-board 10/100/1000 mbps and Savvius OmniPeek Enterprise Version 10	
5	OVERHEAD CABLE TRAY IN THE EXISTING DATA CENTER LAYOUT	
5.1	All structured cabling works shall be done in good engineering practice & workmanship and in accordance with the applicable telecommunications cabling standards set by ISO/IEC, EIA/TIA.	
5.2	Complete provisions of roughing-in materials such as cable tray including its support, hangers & support fittings use for horizontal and backbone cabling distributions – <i>(SSS Cable Tray Diagram will be provided to the winning bidder)</i>	
6	BILL OF MATERIALS	
6.1	Bidder must submit Bill of Materials enumerating all proposed equipment including modules, cables, etc. indicating brand, model, description and quantity.	
6.2	Any materials/supplies not mentioned but deemed necessary for the completion of the project shall be supplied by the winning bidder at no additional cost to SSS.	
7	TRAINING	
7.1	The winning bidder shall provide Training / Transfer of technology	
7.1.1	<p>Comprehensive forty (40) hours Class Room Type on System Configuration, Installation, trouble shooting and Maintenance Routing (OSPF, EIGRP and DM VPN) and switching for six (6) pax.</p> <p>a. Must be conducted by manufacturer-accredited training institution and a certified training instructor.</p> <p>b. Bidder must submit a proof that the training institution is an accredited Training Center of the proposed brand</p>	
7.1.2	<p>One hundred twenty (120) hours Manufacturer Network Professional Training for two (2) pax. Certification Exam must be included.</p> <p>a. Must be conducted by manufacturer-accredited training institution and a certified training instructor.</p> <p>b. Bidder must submit a proof that the training institution is an accredited Training Center of the proposed brand</p>	

Item	Specification		Statement of Compliance <i>(Vendor Supplied)</i>
	7.1.3	Comprehensive forty (40) hours Class Room Type training on proposed Network Monitoring and Software Define Network for six (6) pax	
8	WARRANTY		
	8.1	Three (3) Year Warranty	
	8.2	Warranty Requirements are specified on <i>Section VII, B. Warranty Requirements</i>	

Item	Specification	Statement of Compliance (Vendor Supplied)
LOT II: SUPPLY AND DELIVERY OF ETHERNET SWITCHES		
1	TECHNICAL SPECIFICATIONS OF 435 UNITS OF ETHERNET SWITCHES (Minimum Requirements)	
1.1	Must have twenty-four (24) 10/100/1000 Ethernet ports	
1.2	Must have dedicated four (4) SFP based 1G uplink ports. No Combo ports	
1.3	Must provide intelligent POE+ that support both IEEE 802.3af PoE and IEEE 802.3at PoE+ (up to 30W per port) which allows flexible power allocation across all ports	
1.4	Must ensure that the switch automatically provides PoE power to attached PoE-capable devices even after switch has been rebooted	
1.5	Must have at least 195W of PoE budget	
1.6	Single AC Power Supply	
1.7	Must be capable of virtual stacking technology and can manage up to 8 switches in a single virtual stack using a single IP address	
1.8	41 Mpps Forwarding Rate	
1.9	55 Gbps switching bandwidth	
1.10	256 MB Flash Memory	
1.11	512 MB DRAM	
1.12	Must have 4094 VLAN IDs available	
1.13	Maximum of 64 Active VLANs	
1.14	Must have at least 9,216 bytes Jumbo Ethernet frame - bytes	
1.15	Must have at least 8000 Unicast MAC Address	
1.16	Must have at least 1024 IPv4 multicast groups	
1.17	Must have at least 256 IPv4/MAC security access control entries	
1.18	Must have at least 64 STP instances	
1.19	Must have Mean-Time Before Failure (MTBF) of minimum 231,542 hours	
1.20	Maximum power consumption should not exceed 40.6W	
1.21	Must have support for over-the-air configuration and management via Bluetooth or Wireless USB	
1.22	Must support Per-VLAN Rapid Spanning Tree (PVRST+)	
1.23	Must have intuitive web UI for easy deployment and management	
1.24	Must operate up to 45°C with or without fan	
1.25	Must have comprehensive 802.1X features to control access to the network, including flexible authentication, 802.1X monitor mode, and RADIUS change of authorization	
1.26	Must have Multi-domain authentication allows an IP phone and a PC to authenticate on the same switch port while placing them on appropriate voice and data VLANs	

Item	Specification	Statement of Compliance <i>(Vendor Supplied)</i>
1.27	Must have Port-based ACLs for Layer 2 interfaces allow security policies to be applied on individual switch ports	
1.28	Must have Secure Shell (SSH) Protocol, Kerberos, and Simple Network Management Protocol Version 3 (SNMPv3) provide network security by encrypting administrator traffic during Telnet and SNMP sessions	
1.29	Must have Switched Port Analyzer	
1.30	Must have TACACS+ and RADIUS authentication	
1.31	Must have MAC address notification allows administrators to be notified about users added to or removed from the network	
1.32	Must have multilevel security on console access to prevent unauthorized users from altering the switch configuration	
1.33	Must have feature that shuts down spanning-tree port fast-enabled interfaces when BPDUs are received to avoid accidental topology loops	
1.34	Must have feature that prevents edge devices not in the network Administrator's control from becoming Spanning Tree Protocol root nodes	
1.35	Must have IGMP filtering to provide multicast authentication by filtering out nonsubscribers and limits the number of concurrent multicast streams available per port	
1.36	Must have IEEE 802.1s/w Rapid Spanning Tree Protocol (RSTP) and Multiple Spanning Tree Protocol (MSTP)	
1.37	Must have feature that allows rapid spanning-tree re-convergence on a per-VLAN spanning-tree basis, without requiring the implementation of spanning-tree instances	
1.38	Must have Error Disable MIB	
1.39	Must support up to four egress queues and two thresholds per port supporting egress bandwidth control, shaping, and priority queuing so that the high priority packets are serviced ahead of other traffic	
1.40	Must have 802.1p Class of Service	
1.41	Must have Loop detection feature	
1.42	Must have automatic configuration of switch ports as devices connect to the switch with settings optimized for the device type resulting in zero-touch port-policy provisioning	
1.43	Must be capable of Switch-port auto-recovery (error disable)	
1.44	Must have auto-negotiation on all ports automatically selects half- or full-duplex transmission mode to optimize bandwidth.	
1.45	Must have feature that facilitates dynamic trunk configuration across all switch ports.	
1.46	Must have the ability to automatically create bundled physical ports to link to another switch, router, or server	
1.47	Must have IEEE 802.3ad LACP	
1.48	Must have a feature that automatically adjusts transmit and receive pairs if an incorrect cable type (crossover or straight-through) is installed.	

Item	Specification	Statement of Compliance <i>(Vendor Supplied)</i>
1.49	Must have feature that allow unidirectional links caused by incorrect fiber-optic wiring or port faults to be detected	
1.50	Must have Per-port broadcast, multicast, and unicast storm control prevents faulty end stations from degrading overall system performance.	
1.51	Must support security features including Port Security, Dynamic ARP Inspection, and IP Source Guard	
1.52	Must support Internet Group Management Protocol (IGMP) snooping for IPv4 and IPv6	
1.53	Must support RFC 3810 – MLDv2 for IPv6	
1.54	Must support RFC 783 – TFTP	
1.55	Must support RFC 951 – Bootstrap Protocol (BOOTP)	
1.56	Must support Layer 2 trace route which eases troubleshooting by identifying the physical path that a packet takes from source to destination	
1.57	Must support Static routing and Routing Information Protocol (RIP)	
1.58	If Bluetooth wireless connectivity requires an external device provide thirty (30) units of Bluetooth USB dongle.	
1.59	The switch must have Enhanced Limited Lifetime Warranty wherein lifetime hardware warranty is provided by the manufacturer as long as the original end-user continues to own the product. In the event of discontinuance of product manufacture, warranty support will be provided by the manufacturer for up to 5 years from the date of announcement of end of life	
2	BILL OF MATERIALS	
2.1	Bidder must submit Bill of Materials enumerating all proposed equipment including modules, cables, etc. indicating brand, model, description and quantity.	
3	TRAINING	
3.1	The winning bidder shall provide Training / Transfer of technology	
3.1.1	<p>Comprehensive forty (40) hours training on system configuration, installation, trouble shooting and maintenance and interconnection of network devices for twelve (12) pax to be divided into 2 batches</p> <ul style="list-style-type: none"> a. Must be conducted by manufacturer-accredited training institution and a certified training instructor. b. Bidder must submit a proof that the training institution is an accredited Training Center of the proposed brand 	
3.1.2	<p>One hundred twenty (120) hours manufacturer network professional training for two (2) pax. Certification exam must be included.</p> <ul style="list-style-type: none"> a. Must be conducted by manufacturer-accredited training institution and a certified training instructor. b. Bidder must submit a proof that the training institution is an accredited Training Center of the proposed brand. 	

Item	Specification		Statement of Compliance <i>(Vendor Supplied)</i>
4	WARRANTY		
	4.1	Five (5) Years Warranty	
	4.2	Warranty Requirements are specified on <i>Section VII, B. Warranty Requirements</i>	

Item	Specification	Statement of Compliance (Vendor Supplied)
------	---------------	--

LOT III: SUPPLY, DELIVERY AND INSTALLATION OF ONE (1) CORE SWITCH FOR DISASTER RECOVERY SITE			
1	TECHNICAL SPECIFICATIONS		
1.1	HARDWARE (Provide Brand & Model)		
	1.1.1	Must be a 6-slot chassis with front-to-back airflow, support 10GE, 40GE and 100GE line cards	
	1.1.2	Each chassis should have the following:	
	1.1.2.1	Must have redundant supervisor	
	1.1.2.2	Must have three (3) Fabric Module with 220 Gbps performance per slot	
	1.1.2.3	Must have a feature for creating four (4) virtual device context on single core switch. Virtual device features should be upgradable to eight (8) through license or additional software.	
	1.1.2.4	<p>Must have one (1) module of forty-eight (48) ports that support one (1) GE and ten (10) GE SFP+ Fiber connection</p> <ul style="list-style-type: none"> a) Must be able to accommodate our existing 1GE multimode fiber transceiver modules (GLC-SX-MM) b) Must have at least 24 units of 10/100/1000 Base-T SFP modules c) Must have at least 24 units of 10G Base-SR SFP modules 	
	1.1.2.5	Must have redundant power supply	
	1.1.2.6	Must have at least 660 Gbps per slot bandwidth	
	1.1.2.7	Must have at least 10 Tbps (Terabit per seconds) of forwarding capacity	
	1.1.2.8	Must have two (2) quad cores processors	
	1.1.2.9	Maximum of 4096 Virtual Local Area Networks (VLANs) each VDC	
	1.1.2.10	MAC address entries: 64,000	
	1.1.2.11	IPv4 entries: 64,000	
	1.1.2.12	IPv6 entries: 32,000	
	1.1.2.13	Adjacency entries: 64,000	
	1.1.2.14	ACLs: 16,000	
	1.1.2.15	Queues per port 4 ingress and 8 egress	
	1.1.2.16	Must be able to support 100G line cards for future expansions	

Item	Specification		Statement of Compliance (Vendor Supplied)
1.2	PERFORMANCE AND FEATURES SPECIFICATION:		
	1.2.1	Must have Layer 3 Routing;	
		1.2.1.1 Open Shortest Path First (OSPF) Protocol Version 2 (IPv4) and Version 3 (IPv6)	
		1.2.1.2 Intermediate System-to-Intermediate System (IS-IS) Protocol for IPv4 and IPv6	
		1.2.1.3 Border Gateway Protocol (BGP) for IPv4 and IPv6	
		1.2.1.4 Enhanced Interior Gateway Routing Protocol for IPv4 and IPv6	
		1.2.1.5 Routing Information Protocol Version 2 (RIPv2)	
	1.2.2	Must have modular software design to support distributed multithreaded processing on symmetric multiprocessors	
	1.2.3	Must support traffic redirection	
	1.2.4	Must have In-Service Software Upgrade (ISSU)	
	1.2.5	Must have stateful supervisor failover	
	1.2.6	Must have Switched Port Analyzer (SPAN)	
	1.2.7	Must have Encapsulated Remote SPAN (ERSPAN)	
	1.2.8	Must have Netflow or equivalent	
	1.2.9	Must have Simple Network Management Protocol (SNMP) v1, v2c and v3 capabilities	
	1.2.10	Operating system should be able to preconfigure and verify configuration before being applied	
	1.2.11	Must be equipped with a mechanism that lets you create checkpoints to roll back to last known good configuration; Rollback type should be the following: atomic, best-effort and stop-at-first-failure	
	1.2.12	Should be capable to support port profiles to define policy once and apply it to any virtual and physical ports as needed	
	1.2.13	Must be capable of role-based access control	
	1.2.14	Must have the following features:	
		1.2.14.1 Virtual Router Redundancy Protocol (VRRP)	
		1.2.14.2 Internet Protocol (IP) Multicast	
		1.2.14.3 Dynamic Host Configuration Protocol (DHCP) helper	
		1.2.14.4 Hot-Standby Routing Protocol (HSRP) for IPv4 and IPv6	
		1.2.14.5 Virtual Router Redundancy Protocol (VRRP) for IPv4	
		1.2.14.6 Gateway Load Balancing Protocol (GLBP) for IPv4	

Item	Specification		Statement of Compliance (Vendor Supplied)
	1.2.14.7	Policy-based routing (PBR) for IPv4 and IPv6	
	1.2.14.8	Generic routing encapsulation (GRE) tunneling	
1.2.15	Must be capable of providing Quality of Service (QoS)		
1.2.16	Must have trunking protocol that propagates the definition of Virtual Local Area Networks (VLAN) and maintains VLAN configuration consistency across the entire network.		
1.2.17	Support Fiber Channel over Ethernet (FCoE) thru license activation and additional hardware in the future if needed.		
1.2.18	Must be capable of dynamic Address Resolution Protocol (ARP) inspection, Dynamic Host Configuration Protocol (DHCP) Snooping and Internet Protocol (IP) Source guard		
1.2.19	Must have the following:		
	1.2.19.1	Authentication, authorization, and accounting (AAA) and TACACS+	
	1.2.19.2	Secure Shell (SSH) Protocol Version 2	
	1.2.19.3	Port security	
	1.2.19.4	Policies based on MAC addresses and IPv4 and IPv6 addresses supported by named ACLs	
1.2.20	Must have IEEE 802.1x authentication and RADIUS		
1.2.21	IP SLA support		
1.2.22	Must have Independent supervisor and fabric modules in a distributed architecture, enabling independent upgrades of supervisor and fabric modules		
1.2.23	Should be capable of IEEE standards:		
	1.2.23.1	802.1D	
	1.2.23.2	802.1s	
	1.2.23.3	802.1w	
	1.2.23.4	802.1ab	
	1.2.23.5	802.1AE	
	1.2.23.6	802.1Q	
	1.2.23.7	IEEE 802.1p	
	1.2.23.8	IEEE 802.1x	
	1.2.23.9	IEEE 802.3ad	
	1.2.23.10	IEEE 802.3z	
	1.2.23.11	IEEE 802.1Qbb	
	1.2.23.12	RFC 2453	
	1.2.23.13	RFC 768	
	1.2.23.14	RFC 783	

Item	Specification		Statement of Compliance (Vendor Supplied)
	1.2.23.15	RFC 792	
	1.2.23.16	RFC 793	
	1.2.23.17	RFC 826	
	1.2.23.18	RFC 854	
	1.2.23.19	RFC 959	
	1.2.23.20	RFC 1305	
	1.2.23.21	RFC 1519	
1.2.24	Must be capable Data Center interconnect solutions which extends Layer 2 applications across distributed data centers via additional license		
1.2.25	Supports a feature that enables building highly scalable Layer 2 multipath networks without the Spanning Tree Protocol via additional license		
1.2.26	Must have Overlay Transport Virtualization license to support extension of Layer 2 applications across data centers		
1.2.27	Should work with the existing routers and switches of SSS. If the proposed Core Switch is not the same brand with existing (Cisco 7206, 3845,2801,2901,6506,4507,2950,2960, 3560), bidder should conduct Proof of Concept on actual SSS network infra environment		
1.2.28	Must have license portability which allows customer to reassign license entitlements from one hardware platform to another		
1.2.29	Must have license portability which allows customer to reassign license entitlements from one hardware platform to another		
1.3	Any materials not mention above but deem necessary for the completion of the project will be supplied by the winning bidder without additional cost on SSS		
2	BILL OF MATERIALS		
2.1	Bidder must submit Bill of Materials enumerating all proposed equipment including modules, cables, etc. indicating brand, model, description and quantity.		
3	TRAINING		
3.1	The winning bidder shall provide Training / Transfer of technology		
3.1.1	<p>Comprehensive forty (40) hours training classroom type on System Configuration, Advanced Routing and Switching, PBR, Tunneling and Virtual Device Context for eight (8) pax in two (2) batches</p> <ul style="list-style-type: none"> a. Must be conducted by manufacturer-accredited training institution and a certified training instructor. b. Bidder must submit a proof that the training institution is an accredited Training Center of the proposed brand 		

Item	Specification		Statement of Compliance <i>(Vendor Supplied)</i>
4	WARRANTY		
	4.1	Two (2) Years Warranty	
	4.2	Warranty requirements are specified on <i>Section VII, B. Warranty Requirements</i>	
5	MAINTENANCE		
	5.1	Three (3) Years Maintenance	
	5.2	Maintenance requirements are specified on <i>Section VII, C. Maintenance Services</i>	

Item	Specification		Statement of Compliance <i>(Vendor Supplied)</i>
LOT IV: SUPPLY, DELIVERY AND INSTALLATION OF TWO (2) BGP ROUTERS			
1	TECHNICAL SPECIFICATIONS		
1.1	HARDWARE (Provide Brand & Model)		
	1.1.1	Must be 19 inches rack mountable	
	1.1.2	Must have at least six (6) built-in GE SFP ports	
	1.1.2.1	Must have five (5) 1GE Multimode Fiber Transceivers	
	1.1.2.2	Must have one (1) 1GE Copper Transceiver	
	1.1.3	Must have additional five (5) GE SFP ports	
	1.1.3.1	Must have five (5) 1GE Copper Transceiver	
	1.1.4	Must have out-of-band system console and auxiliary ports, USB, and Ethernet ports for router configuration and maintenance	
	1.1.5	Must have at least 16GB DRAM	
	1.1.6	Must have 8-GB embedded USB (eUSB) flash drive	
	1.1.7	Must have 1-GB USB flash-memory support	
	1.1.8	Must have redundant Power supply	
	1.1.9	Must have front-to-back airflow	
	1.1.10	Must have at least 3 expansion slots	
1.2	PERFORMANCE AND FEATURES		
	1.2.1	Must have minimum 5-Gbps and scalable up to 36-Gbps Forwarding rate with a license through software activation	
	1.2.2	Must have up to 7.5 Mpps variable forwarding performance, depending on features configured	
	1.2.3	Must have up to 4 Mpps for the combination of the following commonly used features: IPv4 forwarding, ACL, QoS, and uRPF	
	1.2.4	Must have up to 64,000 queues per system	
	1.2.5	Must have 1-GB Flow Processor Memory	
	1.2.6	Must have at least 512-MB packet buffer memory	
	1.2.7	Must have at least 40MB Content-addressable memory	
	1.2.8	Must have up to 3,500,000 Ipv4 or 3,000,000 Ipv6 routes	
	1.2.9	Must have IP SEC and capable of supporting a minimum of 4000 IP Sec tunnels	
	1.2.10	Must have Firewall and NAT with minimum of 250,000 sessions and 50,000 sessions per sec setup rate	
	1.2.11	Must have up to 1,000 Virtual Route Forwarding (VRF) instances	

Item	Specification		Statement of Compliance <i>(Vendor Supplied)</i>
1.2.12		Must have up to 1,000 Generic routing encapsulation (GRE) tunnels	
1.2.13		Must have up to 4,000 unique ACLs and 25,000 ACEs per system	
1.2.14		Must have up to 2,000 CRTP sessions (Real time traffic)	
1.2.15		Must be capable of configuring BGP, OSFP, RIP v1/v2, PBR, MLD, PIM-SM, IS-IS, and OSPFv3 routing protocols	
1.2.16		Must have an encrypted kerberized telnet	
1.2.17		Must have Data Center Interconnect solution which extends layer 2 applications across distributed data centers	
1.2.18		Can allow direct system access through the operating-system kernel if catastrophic software failure occurs	
1.2.19		Can monitor and manage the power and temperature of system components such as line cards, power supplies, and fans	
1.2.20		Capable of supporting Secure Connectivity features such as IP SEC VPN, Dynamic Multipoint VPN (DMVPN)	
1.2.21		Must have highly scalable site-to-site and remote-access VPN aggregation with advanced QoS and IP Multicast integration	
1.2.22		Supports Flexible Packet Matching feature that is an access control list (ACL) pattern matching tool, providing more thorough and customized packet	
1.2.23		Must provide powerful pervasive, integrated service management solution based on stateful deep packet inspection	
1.2.24		Must be capable of reconstructing flows and the Layer 7 state of each application flow for application- and session-based classification and management of IP traffic	
1.2.25		Must be capable of supporting Triple Digital Encryption Standard (3DES) and Advanced Encryption Standard (AES)	
1.2.26		Must have Telnet and SSH and SNMP	
1.2.27		Must be capable of supporting locator separation protocol thru license activation	
1.2.28		Must have Application Visibility and Control features that provides a powerful pervasive, integrated service management solution based on stateful deep packet inspection (DPI)	
1.2.29		Must be capable of fully reconstructing flows and the Layer 7 state of each application flow for application- and session-based classification and management of IP traffic instead of processing packets as individual events	
1.2.30		Must support TrustSec or equivalent technology	
1.2.31		Supports a routing architecture that separates the device identity from its location to support data center virtual machine mobility and simplify multihomed routing	

Item	Specification		Statement of Compliance <i>(Vendor Supplied)</i>
	1.2.32	Should work with the routing protocols that are currently running in the existing SSS head office and branch interconnectivity such as OSPF, EIGRP and DMVPN	
	1.2.33	Must have license portability which allows customer to reassign license entitlements from one hardware platform to another.	
1.3	Any materials not mention above but deem necessary for the completion of the project will be supplied by the winning bidder without additional cost on SSS		
2	BILL OF MATERIALS		
2.1	Bidder must submit Bill of Materials enumerating all proposed equipment including modules, cables, etc. indicating brand, model, description and quantity.		
3	TRAINING		
3.1	The winning bidder shall provide Training / Transfer of technology		
	3.1.1	<p>Comprehensive training for forty (40) hours on System Configuration, OSPF and BGP Routing for ten (10) pax in two (2) batches.</p> <ul style="list-style-type: none"> a. Must be conducted by manufacturer-accredited training institution and a certified training instructor. b. Bidder must submit a proof that the training institution is an accredited Training Center of the proposed brand 	
4	WARRANTY		
	4.1	Three (3) Years Warranty	
	4.2	Warranty Requirements are specified on <i>Section VII, B. Warranty Requirements</i>	

Item	Specification	Statement of Compliance (Vendor Supplied)
LOT V: SUPPLY, DELIVERY AND INSTALLATION OF TWO (2) VPN CONCENTRATORS, ONE (1) ACCESS POINT CONTROLLER AND FIVE (5) ACCESS POINTS <i>(All Items Must Be of The Same Brand)</i>		
1	TECHNICAL SPECIFICATIONS OF TWO (2) UNITS VPN CONCENTRATOR (Minimum Requirements)	
1.1	Unified Threat Management, Next-Generation Firewall	
1.2	Interfaces and Modules <ul style="list-style-type: none"> • GE RJ45 Ports: 8 • GE SFP+ Slots: 2 • GE SFP Slots: 8 • SFP SX Transceivers: 2 • Onboard Storage: 120 GB 	
1.3	Firewall Throughput: 36 Gbps	
1.4	Concurrent Sessions: 5,500,000	
1.5	New Sessions: 270,000	
1.6	User Licenses: Unlimited	
1.7	IPSEC VPN Throughput: 7Gbps	
1.8	SSL VPN Concurrent Users: 5,000	
1.9	Gateway-to-Gateway VPN Tunnels: 2,000	
1.10	Client-to-Gateway IPsec VPN Tunnels: 50,000	
1.11	IPS Throughput: 4Gbps	
1.12	Supports Anti-Spam	
1.13	Capable of Web Filtering Using URL Categories	
1.14	Capable of Data Leak Prevention (DLP)	
1.15	Supports WAN Optimization	
1.16	Power Supply: 100-240V AC, 60 Hz	
1.17	Supports Redundant Power Supplies	
2	TECHNICAL SPECIFICATIONS OF ONE (1) UNIT ACCESS POINT CONTROLLER (Minimum Requirements)	
2.1	Unified Threat Management, Next-Generation Firewall	
2.2	Interfaces and Modules GE RJ45 Ports: 4 <ul style="list-style-type: none"> • GE SFP Slots: 4 • SFP SX Transceivers: 2 • Local Storage: 120 GB 	
2.3	Capacity: 50 Access Points	

Item	Specification	Statement of Compliance (Vendor Supplied)
2.4	Concurrent Sessions: 4,000,000	
2.5	New Sessions: 200,000	
2.6	User Licenses: Unlimited	
2.7	IPSEC VPN Throughput: 7 Gbps	
2.8	Gateway to Gateway Ipsec VPN Tunnels: 2,000	
2.9	Virtual Domains: 10 VDOM	
2.10	IPS Throughput: 2.0 Gbps	
2.11	Capable of Real Time Blacklist/Open Relay Database Server, MIME Header Check, Keyword/Phrase Filtering, IP Address Blacklist/Exempt List, Return Email DNS check, Automatic Real Time Updates	
2.12	Capable of Web Filtering Using URL Categories	
2.13	Capable of Data Leak Prevention (DLP)	
2.14	Supports WAN Optimization	
2.15	Supports High Availability	
2.16	Power Supply: 100-240V AC, 60 Hz	
3	TECHNICAL SPECIFICATIONS OF FIVE (5) UNITS ACCESS POINTS (Minimum Requirements)	
3.1	Power over Ethernet (PoE)	
3.2	Indoor	
3.3	Extensible Authentication Protocol (EAP) types: EAP-FAST, MS-CHAP v.2	
3.4	Number of Antennas: 4	
3.5	Frequency Bands: 2.4 GHz, 5 GHz	
3.6	IEEE Specifications: IEEE 802.11a, IEEE802.11ac, IEEE802.11b, IEEE 802.11g, IEEE 802.11N	
3.7	2T2R MIMO technology, security lock slot, wall mountable, Low Density Parity Check (LDPC), Maximum Likelihood Demodulation (MLD), Maximum Ratio Combining (MRC), Quality of Service (QoS), Transmit Beam-forming (TxBF) ready, Wi-Fi Multimedia (WMM) support, rogue access point detection	
3.8	Data Transfer Rate: 867 Mbps	
3.9	User/Device Authentication: RC4, TLS, TTLS, TKIP, WPA, WPA2, WPA-PSK, AES-CCMP, WPA2-PSK, WEP	
3.10	Power Supply: AC 120/230 V, 50/60 Hz	
4	BILL OF MATERIALS	
4.1	Bidder must submit Bill of Materials enumerating all proposed equipment including modules, cables, etc. indicating brand, model, description and quantity.	

Item	Specification	Statement of Compliance (Vendor Supplied)
5	TRAINING	
5.1	The winning bidder shall provide Training / Transfer of technology	
	5.1.1 Comprehensive Class Room-Type training for forty (40) hours on system configuration installation, troubleshooting and maintenance of the proposed products for six (6) pax	
6	WARRANTY	
	6.1 Three (3) Years Warranty	
	6.2 Warranty Requirements are specified on <i>Section VII, B. Warranty Requirements</i>	

B. Warranty Requirements

Item	Specification	Statement of Compliance (Vendor Supplied)
1	A warranty, as provided under Section V. “Special Conditions of the Contract” Item 17.3, is required on all delivered goods and shall take effect immediately after acceptance of product by the SSS, upon the favorable recommendation of the designated representatives of Network and Communications Department (NCD). Said warranty, in addition to the provisions of GCC Clause 17 and to the expressed or implied warranties, as provided for under Philippine laws, shall include, as follows:	
	1.1 The winning bidder should warrant that should there be announced improvements on the proposed product and/or any of its components, after date of submission of proposals and before date of implementation, such improved product or its components should be delivered to and installed at the SSS by the winning bidder without affecting the submitted bid price proposal.	
	1.2 The winning bidder should warrant that should there be announced improvements on the proposed product and/or any of its components, after date of submission of proposals and before date of implementation, such improved product or its components should be delivered to and installed at the SSS by the winning bidder without affecting the submitted bid price proposal.	
	1.3 If announced improvement is made within six (6) months after installed product has already been accepted for SSS use, the winning bidder must replace already installed product or its components with the improved product or its components at no additional cost to SSS.	
	1.4 During the warranty period, SSS should be entitled to all applicable software version upgrades (OS, bundled software), security patches, and feature packs at no additional cost to SSS.	

Item	Specification		Statement of Compliance <i>(Vendor Supplied)</i>
	1.5	During the warranty period, winning supplier must provide support, consisting of Remedial Services on all delivered products and/or its components. Details of said remedial services are described in Item 2, below.	
2	REMEDIAL REQUIREMENTS WITHIN THE WARRANTY PERIOD		
2.1	The winning supplier must provide the following maintenance support consisting of Remedial Maintenance services on all hardware and software components of the proposal onsite at no additional cost to SSS.		
2.2	Remedial Service		
	2.2.1	Within two (2) hours upon receipt of notice, either through phone, electronic communication, or in writing, the service contractor must address the problem by making a phone call to the concerned SSS unit. If the problem persists, the service contractor must address the problem onsite.	
	2.2.2	The service contractor must be onsite within two (2) hours after problem was not resolved over the phone.	
	2.2.3	Once onsite, the service contractor must repair the malfunctioning equipment, provided equipment has been operated in normal conditions.	
	2.2.4	If malfunctioning machine part / component is diagnosed to be beyond repair, the service contractor must replace said part / component. All replacement parts must be brand new and of equal quality and shall become the property of SSS. In the same manner, the parts replaced shall become the Contractor's property.	
	2.2.5	The service contractor must at all times (24 x 7) maintain a reasonable supply of replacement and spare parts to effect the remedial services required. The SSS may, at any time during the term of agreement, require the contractor to provide an inventory list of such supply of Replacement and Spare Parts.	
	2.2.6	Reinstall corrupted software caused by hardware failure.	
	2.2.7	If within 24 hours, upon arriving onsite, the service contractor fails to restore / repair the malfunctioning part / component, the service contractor must supply and install a service unit within the next 12 hours. SSS use of service units must not exceed 15 calendar days from the date the problem was first reported to the supplier, defective units must be fixed or replaced within 15 days. All shipment / delivery fees must be charged against the account of the service contractor.	
3	SSS Representative. A designated SSS representative shall always be present during the performance of the above-mentioned maintenance and remedial services to provide assistance especially in compliance with safety regulations. In the event that safety is compromised, the service contractor must terminate the ongoing work and to resume the same only as soon as the danger to one's safety is eliminated.		

Item	Specification	Statement of Compliance (Vendor Supplied)
4	Service Report Requirements	
	<p><u>Remedial Services</u></p> <p>For each remedial service conducted, the service contractor must provide the CRMD a copy of an accomplished service report, confirming the completed service. The report must be duly signed by a designated SSS representative and by his/her immediate supervisor.</p> <p>The above-mentioned service report must include the following information:</p> <p>a) Problem Notification Details</p> <ul style="list-style-type: none"> • Name of Notifying SSS Personnel; • Date and Time of Notification; and, • Initially Reported Problem. <p>b) Service Contractor's Response Details</p> <ul style="list-style-type: none"> • Date and Time of the Service Crew's arrival onsite; • Diagnosed Problem; • Cause of Problem; • Resolutions Made; • Complete description of all replacement parts and the malfunctioning or faulty machine parts; • Service Contractor's recommendations, as to how the problem may be prevented in the future; • Date and time the problem was resolved; and, • Description of the unit/s serviced, to include as follows: <ul style="list-style-type: none"> - Item Description; - Type; - Model; and, - Serial Number / Part Number 	
5	The winning supplier acknowledges that the SSS will suffer loss by the delay or failure to have the services completed in all parts within the period stipulated under the contract. The contractor shall pay the SSS liquidated damages in the amount allowable by law.	

C. Maintenance Services

Item	Specification	Statement of Compliance (Vendor Supplied)
1	MAINTENANCE SERVICES DURING AND AFTER THE WARRANTY PERIOD	
1.1	All maintenance and technical support must be available within Metro Manila. Supplier must utilize experienced and certified technicians or engineers under its direct employment and supervision in rendering the required maintenance. Hence, the supplier is required to provide a list of support personnel with detailed resume on experience and training.	

Item	Specification	Statement of Compliance <i>(Vendor Supplied)</i>
1.2	During the effectivity of the contract agreement, the winning vendor must render Preventive and Remedial Maintenance services on all hardware and software components of the proposal.	
1.3	Hardware Preventive Maintenance	
	1.3.1. Where applicable, the preventive maintenance must include standard cleaning, lubrication, adjustment, alignment, inspection, and testing of each equipment to ensure that it is in optimum operating condition, as well as, to reduce the possibility of equipment failure.	
	1.3.2. System Health Checks	
	<ul style="list-style-type: none"> • Health checks and fine tuning 	
	<ul style="list-style-type: none"> • The frequency of health checks must be on a quarterly basis. 	
	1.3.3. The frequency of preventive maintenance must be on a quarterly basis.	
1.4	Hardware Remedial Services / Service Level	
	1.4.1 Within two (2) hours upon receipt of notice, either through phone or in writing, the supplier must address the problem by making a phone call to the concerned unit. If the problem persists, the service contractor must address the problem onsite.	
	1.4.2 The service contractor must be onsite (Diliman or Makati) within two (2) hours after problem was not resolved over the phone.	
	1.4.3 Once on site, the service contractor must repair the malfunctioning equipment, provided equipment has been operated in normal conditions.	
	1.4.4 If malfunctioning machine part / component is diagnosed to be beyond repair, the service contractor must replace said part / component. All replacement parts must be brand new and warranted as brand new and of equal quality and shall become the property of SSS. In the same manner, the parts replaced shall become the Contractor's property.	
	1.4.5 The service contractor must at all times maintain a reasonable supply of replacement and spare parts to effect the remedial services required. The SSS may, at any time during the term of agreement, require the contractor to provide an inventory list of such supply of Replacement and Spare Parts.	
	<p>1.4.6 Reinstall corrupted software caused by hardware failure.</p> <p>1.4.7 If within 48 hours, upon arriving on site, the service contractor fails to restore / repair the malfunctioning part / component, the service contractor must supply and install a service unit within the next 24 hours. SSS use of said service unit must not exceed 30 calendar days, a new equipment of the same brand and of equivalent or better specifications must be provided as replacement to the defective equipment. All shipment/delivery fees must be charged against the account of the service contractor.</p>	

Item	Specification	Statement of Compliance <i>(Vendor Supplied)</i>
1.5	Service Report Requirements	
	<p>1.5.1 Preventive Maintenance:</p> <p>For every completed quarterly maintenance, the supplier must provide the Information Technology Resource Management Department (ITRMD) a copy of an accomplished service report, confirming the completed work. The report must be duly signed by the designated SSS representative, as described above, and by his/her immediate supervisor. The aforementioned service report must be accomplished in the Main Office.</p> <p>The service report must include the following information:</p> <ul style="list-style-type: none"> • Name of Contractor’s Service Crew/s • Applicable Period of Software Health Check • Time In and Out of Service Crew/s • Description of the units serviced, to include as follows: <ul style="list-style-type: none"> ✓ Unit/Item Description; ✓ Type; ✓ Model; and, ✓ Serial Number / Part Number. 	
	<p>1.5.2 Remedial Services:</p> <p>For each remedial service conducted, the supplier must provide the ITRMD a copy of an accomplished service report confirming the completed service. The report must be duly signed by a designated SSS representative and by his/her immediate supervisor.</p> <p>The above-mentioned service report must include the following information:</p> <ol style="list-style-type: none"> 1) Problem Notification Details <ol style="list-style-type: none"> (a) Name of Notifying SSS Personnel (b) Date and Time of Notification; and (c) Initially Reported Problem 2) Supplier’s Response Details <ol style="list-style-type: none"> (a) Date and Time of the Service Crew’s arrival on-site (b) Diagnosed Problem (c) Cause of Problem (d) Resolution Made: Complete description of the effected resolution. (e) Supplier’s recommendations, as to how the problem may be prevented in the future. (f) Date & Time the problem was resolved; (g) Description of work, to include Software Name and Version, Module Description, Solution Provided 	

Item	Specification		Statement of Compliance <i>(Vendor Supplied)</i>
1.6	Other Services		
	1.6.1.	A secured access to the customer portal where SSS can download firmware upgrades, fixes and patches	
	1.6.2.	Bidder must have a twenty-four hours (24) x seven (7) days a week technical support via web, email and telephone for all of SSS' designated IT staff	
	1.6.3.	Bidder must have a Helpdesk Support System in place to accommodate SSS technical request. Helpdesk system will provide ticket for each technical request or issues and will provide continues status and report until the resolution. Helpdesk must be available twenty-four hours (24) x seven (7) days a week including holidays. Helpdesk system should be available for site visit	

Section VIII. Bidding Forms

A. Bid Form

Date: _____
Invitation to Bid¹ N^o: _____

To: *Social Security System*
SSS Main Building, East Avenue
Diliman, Quezon City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [*insert numbers*], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [*supply/deliver/perform*] [*description of the Goods*] in conformity with the said Bidding Documents for the sum of [*total Bid amount in words and figures*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

B. Bid Breakdown

Name of Bidder _____

Invitation to Bid No. _____

Page _____ of _____

Lot I - Supply and Delivery of Branch Network Routers

Cost Components (Please itemize)	
1. Supply and Delivery of the following: a. Router – 165 units b. SD-WAN Management, Configuration and Monitoring Solution – 1 lot c. Network Monitoring System for Other Devices – 1 lot d. Administration Laptop – 2 units e. Cable Tray – 1 lot f. Fiber Patch Cord – 1 lot	Php
2. Three (3) Years Warranty	Free
3. Delivery	
4. Training	
TOTAL BID	Php

Note:

1. Fill up all required items/field in the bid breakdown. Failure to indicate any of the following shall mean outright disqualification since bid is considered Non-Responsive per Section II. Instruction to Bidders, Items 15.2 and 28.3:
 - If the item is given for free, indicate dash (-), zero (0) or free
 - If the item is not applicable, indicate N/A
2. All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder per Section II. Instructions to Bidders, Item 19.4.
3. Cost proposal must be inclusive of all applicable taxes per Section II. Instruction to Bidders, Item 28.6.

Name of Bidder _____

Invitation to Bid No. _____

Page _____ of _____

Lot II – Supply and Delivery of Ethernet Switches

Cost Components (Please itemize)	
1. Supply and Delivery of Ethernet Switches a) Access Switch – 435 units	Php
2. Five (5) Years Warranty	Free
3. Delivery	
4. Training	
TOTAL BID	Php

Note:

1. Fill up all required items/field in the bid breakdown. Failure to indicate any of the following shall mean outright disqualification since bid is considered Non-Responsive per Section II. Instruction to Bidders, Items 15.2 and 28.3:
 - If the item is given for free, indicate dash (-), zero (0) or free
 - If the item is not applicable, indicate N/A
2. All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder per Section II. Instructions to Bidders, Item 19.4.
3. Cost proposal must be inclusive of all applicable taxes per Section II. Instruction to Bidders, Item 28.6.

Name of Bidder _____

Invitation to Bid No. _____

Page _____ of _____

Lot III – Supply, Delivery and Installation of One (1) Core Switch for Disaster Recovery (DR) Site

Cost Component (Please itemize)	TOTAL
1. Supply, Delivery and Installation of Core Switch including Three (3) Years Maintenance after the Two (2) Year Warranty period a) Core Switch – One (1) Unit	Php
2. Two (2) Years Warranty	Free
3. Delivery	
4. Training	
TOTAL BID	Php

Note:

1. Fill up all required items/field in the bid breakdown. Failure to indicate any of the following shall mean outright disqualification since bid is considered Non-Responsive per Section II. Instruction to Bidders, Items 15.2 and 28.3:
 - If the item is given for free, indicate dash (-), zero (0) or free
 - If the item is not applicable, indicate N/A
2. All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder per Section II. Instructions to Bidders, Item 19.4.
3. Cost proposal must be inclusive of all applicable taxes per Section II. Instruction to Bidders, Item 28.6.

Name of Bidder _____

Invitation to Bid No. _____

Page _____ of _____

Lot IV - Supply, Delivery and Installation of Two (2) BGP Routers

Cost Components (Please itemize)	
1. Supply, Delivery and Installation of BGP Routers a) BGP Routers – Two (2) Units	Php
2. Three (3) Years Warranty	Free
3. Delivery	Free
4. Training	Free
TOTAL BID	Php

Note:

1. Fill up all required items/field in the bid breakdown. Failure to indicate any of the following shall mean outright disqualification since bid is considered Non-Responsive per Section II. Instruction to Bidders, Items 15.2 and 28.3:
 - If the item is given for free, indicate dash (-), zero (0) or free
 - If the item is not applicable, indicate N/A
2. All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder per Section II. Instructions to Bidders, Item 19.4.
3. Cost proposal must be inclusive of all applicable taxes per Section II. Instruction to Bidders, Item 28.6.

Name of Bidder _____

Invitation to Bid No. _____

Page _____ of _____

Lot V - Supply, Delivery and Installation of Two (2) VPN Concentrators, One (1) Access Point Controller and Five (5) Access Points

Cost Components			
Particulars	No. units	Cost per unit	Total Cost
1. Supply, Delivery and Installation of the following:			
a. VPN Concentrators - 2 Units	2	Php	Php
b. Access Point Controller - 1 Unit	1	Php	Php
c. Access Points - 5 Units	5	Php	Php
2. Delivery	Free		
3. Documentation			
4. Training			
5. Three (3) Years Warranty			
TOTAL BID			

Note:

1. Fill up all required items/field in the bid breakdown. Failure to indicate any of the following shall mean outright disqualification since bid is considered Non-Responsive per Section II. Instruction to Bidders, Items 15.2 and 28.3:
 - If the item is given for free, indicate dash (-), zero (0) or free
 - If the item is not applicable, indicate N/A
2. Please use the softcopy of the Bid Breakdown provided to the bidders.
3. All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder per Section II. Instructions to Bidders, Item 19.4.
4. Cost proposal must be inclusive of all applicable taxes per Section II. Instruction to Bidders, Item 28.6.

C. Formula in the Computation of NFCC

NAME OF PROJECT

NAME OF COMPANY

NFCC = 15 (Current Assets – Current Liabilities) – Value of All Outstanding Works under On-going Contracts including Awarded Contracts yet to be started)

YEAR	CURRENT ASSETS	CURRENT LIABILITIES
TOTAL		

Value of Outstanding Works under On-going Contracts:

CONTRACT DESCRIPTION	TOTAL CONTRACT AMOUNT AT AWARD	PERCENTAGE OF PLANNED AND ACTUAL ACCOMPLISHMENT	ESTIMATED COMPLETION TIME
TOTAL			

Use additional sheet/s, if necessary

FORMULA:

$$15 \left(\frac{\text{Current Assets}}{\text{Current Assets}} - \frac{\text{Current Liabilities}}{\text{Current Liabilities}} \right) - \frac{\text{Total Outstanding Works}}{\text{Total Outstanding Works}} = \frac{\text{NFCC}}{\text{NFCC}}$$

$P \frac{\text{NFCC}}{\text{NFCC}}$

Prepared and Submitted by:

Signature over Printed Name

D. Statement of On-Going Government and Private Contracts

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	OWNER'S NAME, ADDRESS AND CONTACT NUMBERS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT

**E. Statement of Single Largest Completed Contract Similar to the Project
to be Bid Equivalent to at least 50% of the ABC with Supporting
Documents**

NAME OF CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	CONTACT PERSON & CONTACT NO.

F. OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized *Special Power of Attorney*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded project

G. Bid-Securing Declaration

BID SECURING DECLARATION **Invitation to Bid:** *[Insert Reference number]*

To: *[Insert name and address of the Procuring Entity]*

I/We³, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant*

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

H. Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20____ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

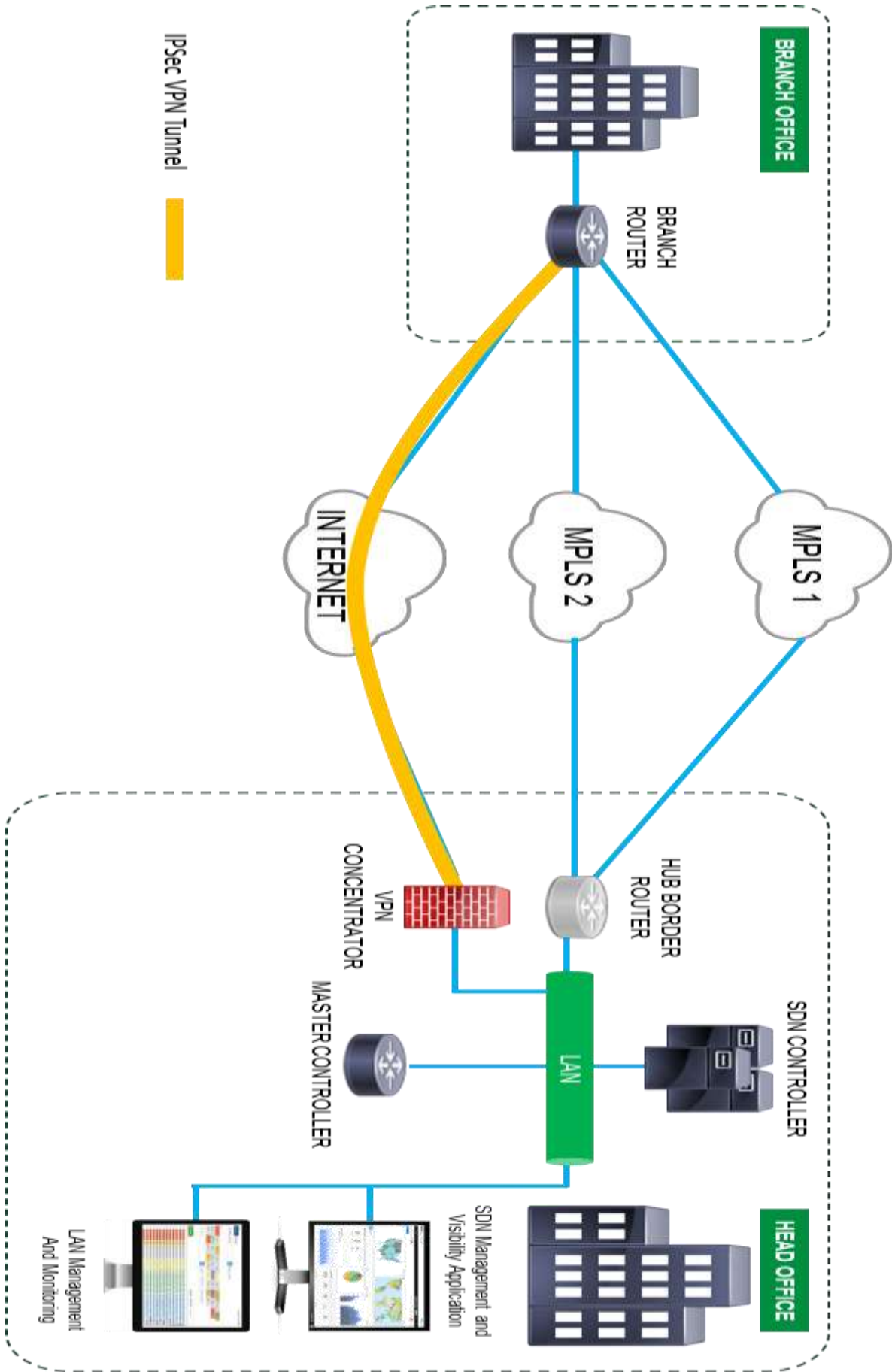
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Annex A. Software Defined Wide Area Network (SD-WAN) Solution



Republic of the Philippines



Government Procurement Policy Board