OFFICE OF THE SOLICITOR GENERAL

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

Procurement of Network Management System (FY2022 NEP)

Government of the Republic of the Philippines

[OSG PR No. 021-11-203 (2022)]

Sixth Edition
July 2020

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Office of the Solicitor General

OSG Bildg. 134 Amorsolo St., Legaspi Village, Makati City
Tel No. 8988-1674 loc. 777; & 8836-3314; Telefax No. 8813-11-74
Website: www.osg.gov.ph

INVITATION TO BID FOR
Procurement of Network Management System
(FY2022 NEP)

1. The **Office of the Solicitor General**, through the **FY 2022 National Expenditure Program (NEP), Agency Specific Budget** intends to apply the sum of **Six Million Five Hundred Thousand Pesos (Php6,500,000.00)** for the **Procurement of Network Management System (FY2022 NEP) / OSG PR No. 021-11-203 (2022)**. Bids received in excess of the Approved Budget for the contract (ABC) of **Six Million Five Hundred Thousand Pesos (Php6,500,000.00)** shall be automatically rejected at bid opening.

2. The **OSG** now invites bids for the above Procurement Project. Delivery of the Goods is required by **within 10 days upon receipt of NTP for One (1) Year Contract**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

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

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

5. A complete set of Bidding Documents may be acquired by interested Bidders from Monday to Friday, between 8:00am to 5:00pm starting **3 December 2021** until 12:00 noon of **22 December 2021**, from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Six Thousand Five Hundred**

Pesos **(Php6,500.00)**. Interested bidders may purchase the bidding documents by depositing the amount of **Six Thousand Five Hundred Pesos (Php6,500.00)** with the **OSG Trust Fund 101 Account Number 1802-1016-23**, Office of the Solicitor General, Land Bank of the Philippines, Paseo de Roxas Branch, Makati City and submitting the proof of deposit at fms@osg.gov.ph, or by paying directly with the Cashier's Office at the Office of the Solicitor General, 134 Amorsolo Street, Legaspi Village, Makati City.

6. The **OSG** will hold a Pre-Bid Conference open to prospective bidders on **10 December 2021 @ 1:30pm** at the **9th Floor, Padilla Hall, OSG Building, 134 Amorsolo St., Legaspi Village, Makati City** and/or through video conferencing or webcasting *via* **Microsoft Teams.**

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **1:25pm of 22 December 2021**. **Late bids shall not be accepted.**

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on **1:30pm of 22 December 2021** at the **9th Floor, Padilla Hall, OSG Building, 134 Amorsolo St., Legaspi Village, Makati City** and/or *via* **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to personally attend the activity.

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

    Further Prospective Bidders are notified that **this procurement is undertaken through Early Procurement Activity. In this regard, prospective bidders are enjoined to refer to the GPPB Circular 06-2019 dated July 17, 2019 and other related issuances.**

    Also, for purposes of videoconferencing, prospective bidders are advised to provide their email addresses not later than thirty (30) minutes before the activity at the email address below. While the BAC can conduct face-to-face pre-bid conference and opening of the bids amidst the quarantine imposed by the National Government, prospective bidders are enjoined to send only one (1) representative so that health and safety protocols can be properly observed.

11. The **OSG** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

    Christian D. Buat
    ADMIN Division – Procurement Section / BAC Sec
    Office of the Solicitor General
    OSG Building, 134 Amorsolo St., Legaspi Village, Makati City 1229

E-mail Address: **osg.procurement@gmail.com**
Tel No. (02) **8988-1674** loc. **777** / (02) **8836-3314** / Telefax No. (02) **8813-1174**
Website: **www.osg.gov.ph**

13.   You may visit the following websites:

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

Date of Issue: *December 3, 2021*

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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, the **Office of the Solicitor General,** wishes to receive Bids for the **Procurement of Network Management System (FY2022 NEP)**, with identification number **OSG PR No. 021-11-203 (2022)**.

The Procurement Project **Procurement of Network Management System (FY2022 NEP)** is composed of **1 Lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2022** in the amount of **Six Million Five Hundred Thousand Pesos (Php6,500,000.00).**

2.2. The source of funding is:

a. NGA, the **FY 2022 National Expenditure Program (NEP), Agency Specific Budget**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

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

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

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

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

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

    a. at least twenty-five percent (25%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity prescribes that: Subcontracting is **not** allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1.   The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2.   The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.

10.3.   If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1.   The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2.   If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3.   Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4.   For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1.   Prices indicated on the Price Schedule shall be entered separately in the following manner:

a.   For Goods offered from within the Procuring Entity's country:

i.   The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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

15. Sealing and Marking of Bids

---

[1] In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2.   If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

19.4. The Project shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC. b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	No further instructions.
12	The price of the Goods shall be quoted DDP to the *OSG Building, 134 Amorsolo St., Legaspi Village, Makati City* or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **Php130,000.00** *[two percent (2%) of ABC]*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than **Php325,000.00** *[five percent (5%) of ABC]* if bid security is in Surety Bond.
19.3	The project will be awarded as one contract with an ABC of **Six Million Five Hundred Thousand Pesos (Php6,500,000.00)** inclusive of all government taxes and charges.
20.2	Must be a duly licensed and registered Service Contractor in accordance with Department of Labor and Employment Department Order No. 174, s, 2017.
21.2	No further instructions.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

6.1.   In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2.   The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	"The service required by the Contract shall be rendered at the *OSG Building, 134 Amorsolo St., Legaspi Village, Makati City* as well as in other properties rented by the OSG as its office premises **.** Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." **Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered to *OSG Building, 134 Amorsolo St., Legaspi Village, Makati City.* In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:]* "The delivery terms applicable to this Contract are delivered to *OSG Building, 134 Amorsolo St., Legaspi Village, Makati City.* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is the *Supplies Section of the Administrative Division.* **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. **Spare Parts –** The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

	Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Payments are governed by the necessary auditing and accounting rules.
4	No further instructions.

Section VI. Schedule of Requirements

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

Item No.	Description	Quantity	Total	Delivered, Weeks/Months
1.	**Procurement of Network Management System (FY2022 NEP)**	1 Lot		Within 10 days upon receipt of Notice To Proceed

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

TERMS OF REFERENCE
OFFICE OF THE SOLICITOR GENERAL

Procurement of Network Management System (FY2022 NEP)

Background:

The Office of the Solicitor General is developing its capabilities in providing a robust **NETWORK MANAGEMENT SYSTEM** to improve visibility and monitoring its networking assets.

As the Office of the Solicitor General's ICT infrastructure and systems continue to expand, there is a greater need to be able to efficiently monitor and maintain its network resources across OSG offices. A Network Management System will allow the Office of the Solicitor General to effortlessly and remotely monitor and manage its various network equipment and peripherals.

Objective:

The Office of the Solicitor General requires a **NETWORK MANAGEMENT SYSTEM** for network monitoring, policy enforcement, inventory & compliance audit, software management, remote access support, User Administration Tools, Reporting Tools, Asset Management, Mobile Application, 2-Factor Authentication, Access to API, Unlimited SMS alerts.

To meet its objective, the Office of the Solicitor General seeks to acquire a comprehensive **NETWORK MANAGEMENT SYSTEM**.

The budget for this project is Six Million Five Hundred Thousand Pesos (Php 6,500,000.00).

For the procurement of Network Management System:

Item	Specification / Particular	Statement of Compliance
1	The bidder must have completed, within the last 3 years from the date of submission and receipt of at least one (1) single contract of similar nature amounting to at least fifty percent (50%) of the ABC; or the prospective bidder should have completed at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least fifty percent (50%) of the ABC; and the largest of these similar contracts must be equivalent to at least half of the fifty percent (50%) of the ABC as required.	
2	The bidder shall submit a valid and current Certificate of Distributorship/Dealership/ Resellership of the product being offered, issued by the principal or manufacturer of the product (if bidder is not the manufacturer). If not issued by the manufacturer, must also submit certification/document linking bidder to the manufacturer.	

3	The bidder shall have at least Three (3) personnel that can support the solution being offered with a certification.	

Network Management System Technical Specifications:

ITEM	QTY	UNIT COST	TOTAL
Network Management System **(800 NMS and RMM Licenses)**	1 Lot	6,500,000.00	**6,500,000.00**
SUB TOTAL			**₱ 6,500,000.00**

ITEM	SPECIFICATIONS	Statement of Compliance
PERFORMANCE AND NETWORK MONITORING		
General Features	Solution should be able to monitor processes and services	
	Solution should be able to monitor system performance such as CPU, Memory, Disk and Bandwidth Utilization	
	Solution should be able to monitor hardware and software changes	
	Solution should be able to monitor IP devices uptime and downtime	
	Solution should be able to monitor Windows, VMware, Mac and Linux	
	Solution should be able to trigger an alarm, file a ticket, send an email and run a procedure when an alert is detected	
	Solution supports Port status, port map monitoring, and SNMP traps	
	Solution should identify device roles automatically; identified based on device characteristics	
	Supports NetFlow, jFlow, sFlow, IPFIX	
	Solution should be able to display monitoring in a dashboard	
	Solution should be able to provide reports of triggered alerts	
	Solution should be able to provide seamless navigation and provide detailed statistics and status listed in the systems	
Provides user defined real time monitoring	Alerts	
	Event Log Alerts	
	Monitor sets	
	SNMP sets	
	System check	

	Log monitoring	
	Monitoring of IP Devices	
	Monitors changes in the configuration of the IT system and provides alerts if a change has occurred.	
	Provides alerts via tickets, email, dashboard or run a procedure.	
	Alert on specific file changes and protection violations. · Monitor devices online/offline status	
	Monitor system performance (CPU, Disk Space, Memory)	
	Monitor Processes	
	Monitor Services	
	Monitor Hardware and Software Changes	
	Alert message and recipient configuration	
Automated Network Discovery	Automatically discover all network devices	
Dashboard	Offers view of alerts summary per system (device)	
	Ability to group systems together	
	Customize alerts	
	Clickable Dashboards	

OTHER IMPORTANT FEATURES		
AGENT DEPLOYMENT		**Statement of Compliance**
Deployment	Deploy Agent Remotely thru Active Directory	
	Deploy Agent via URL Link and can be distributed thru corporate email notification	
	Deploy Agent using 3rd party application/tool	
	Deploy Agent thru distribution of copies using any medium (like USB drive, CD etc..)	
	Deploy Agent thru sharing of URL link in the corporate authorized conferencing tool	
	Deploy Agent thru sharing of downloaded file in the corporate on-premise repository to avoid using corporate internet bandwidth	

Agent Installer	Can Bind Administrator Credential inside the Agent package	
	Can Automatically group machine base in Agent package	
SUPPORTED DEVICES		
Workstations, Servers Platform supported	Windows 8/8.1/10 and future windows OS release	
	Windows Server 2008/2008 R2/2012/2012 R2/2016 and future Windows Server releases	
	Apple OS X version 10.7.5 through 10.9 or above.	
	Network Devices – Routers, Switches, Printers and other IP-based devices.	
	Any SNMP enabled device	
AGENT PROCEDURE		
Procedure Creation	Create IT Procedures/Scripts.	
	Automatically distribute procedures to manage machines, groups of machines within a Local Area Network and/or Remote systems.	
	Able to run CMD, PowerShell, Batch File, VB script, Java Scripts, ShellScripts commands in 32 and 64 bit analogy	
Automated Remediation	Automatically run procedures triggered by an alert (via Real-time monitoring of critical applications, services, event logs) offering automated remediation of issues.	
Scheduling	Schedule procedures to run automatically	
Application Deployment	Deploy Microsoft and non-Microsoft applications	
Policy Enforcement/Configuration Management	Deploy and enforce system policies, configuration, e.g. block control panel, block USBs via Machine, groups of Machine within a Local Area Network and Remote systems.	
File Distribution	Automatically get and distribute files to and from systems connected locally and remotely.	
INVENTORY, ASSET DISCOVERY AND AUDIT		
	Offers comprehensive audit of each system – Hardware, Software Inventory.	
Hardware Inventory	Solution should be able to inventory hardware information such as:	
	System Information (Manufacturer, Device Name, OS Version, Model, Product Key, Serial Number)	
	Chassis (Chassis Manufacturer, Chassis Type, Chassis Version, Chassis Serial Number, Chassis Asset Tag)	
	Network Information (IPv4 Address, IPv6 Address, Subnet)	
	Mask, Default Gateway, Connection Gateway, Country, IP	

	Information Provider, MAC Address, DHCP Server, DNS server	
	BIOS Information (Vendor, Version, Release Date)	
	CPU/RAM Information (Processor Manufacturer, Processor Family, Processor Version, Number of Physical and Logical Cores, CPU Speed, CPU max Speed, RAM, Max Memory Size, Max Memory Slots)	
	On Board Devices	
	Port Connectors	
	Memory Devices per Slot	
	System Slots	
	Printers Installed on the system	
	PCI and Disk Hardware	
	Disk Volumes	
	Disk Partitions	
	Disk Shares	
	Network Adapters (Name/Brand, Throughput)	
Software inventory	Solution should be able to inventory software information such as	
	Software Licenses (Publisher, Title, Product Key, License Key, Version)	
	Installed Applications (Application, Description, Version, Manufacturer, Product Name, Directory Path, File Size, Last Modified)	
	Add/Remove (Application Name, Uninstall String)	
	Startup Apps (Application Name, Application Command, User Name)	
	Security Products (Product Type, Product Name, Manufacturer, Version, Active, Up to Date)	
System Information	Solution should be able to inventory system information such as	
	IP information	
	Disk volume information including drive letters	
	Space available, volume labels	

	PCI and drive hardware information including models, and user editable notes for each device	
	CPU and RAM information with specifics on, CPU speeds, models, number, and ram installed,	
	Printer information with Name, Port and Model	
Custom Fields	Can add additional information Manually or Automatically	
PATCH MANAGEMENT		
General Features	System Compatibility. Whether, the application is agent-based or agent-less it should have a less impact on the performance, stability and compatibility with the current operating environment especially if this will be deployed across a large number of assets or machines.	
	Cross-platform support to patch Windows, Mac and Linux operating systems.	
	Ease of deployment and maintenance. The easier the patch management solution is to deploy and maintain, the lower the implementation and ongoing maintenance costs to the organization.	
	Solution should be able to support non-Microsoft products for patching and is able to do seamless deployment of patches – similar approach to a Microsoft application.	
	Solution should use peer to peer technology in deploying patches	
	Solution should be able to automatically download Internet Based patches without worrying network congestion, even machines without direct access to Microsoft.	
	Solution should be able to support patching heterogeneous endpoints such as laptops, desktops, servers, and virtual machines.	
	Solution should have the capability to select type of patch to be downloaded (Critical, Security, hotfix, etc.)	
	Solution should have the capability to schedule a workstation/server reboot whenever patch requires a reboot.	
	Solution should be able to completely automate patching process.	
	Solution should be able to revert deployed patch.	
	Solution has the capability to create patch groups	
	Solution should be able to create test groups to test patches on a small number of endpoints before approving them for deployment.	
	Solution should provide alerts / warnings like or not limited to email notification for new patches	
	Solution should be able to monitor direct patch fix of applications on the server.	

	Solution should provide description of the patch	
	Solution should be able to notify users about patch deployment via notification window	
	Audit Trail and Report. The solution should be able to provide a comprehensive logging facility.	
	Reports should be readily available on an on-demand or per need basis that will help the administrator keep track of the status of software fixes and patches on individual systems. Report can also be customized, or tailored fit based on the requirement on-hand. Solution should provide reports not limited to updated and outdated endpoints, successful and unsuccessful patch count, patch status per endpoint or per group/batch etc.	
Manage Machines	Offers Scan machine, Patch status, Schedule scan, Initial and automatic updates, Pre/Post procedure, Machine History	
Manage Updates	Ability to Machine/Patch updates,	
	Provides Rollback	
	Cancel Updates	
Patch Policy	Create/Delete Policies	
	Approval by Policy	
	Knowledge Based Override	
Automatic and recurring patch scans	Secured or ad-hoc, Scans networks for installed and missing security patches, detects vulnerability, determines which patches are needed.	
	By computer, group or user defined collections of computers	
	Automates the tedious process of researching, identifies which patches are installed and date installed, Monitors and maintains patch compliance for entire enterprise	
Centralized Management of Patches	Does not require multiple patch servers	
	Ensures that all systems are protected, even remote users on laptops and workstations	
	Allows implementation across entire network	
	Always know what patches and security holes reside on each user's system	
Patch approval	Approve or deny selected patches	
	Select by user defined computer collections	

Automated patch deployment	Schedule by time, computer, group or user defined collections of computers	
	Simultaneously deploy all required patches across operating systems	
	Single rollout strategy and policy enforcement	
	Maximize uptime	
Interactive patch management	Select to deploy by patch or by computer	
	Select individual computers, groups or user defined collections of computers	
	Ad-hoc simultaneous deployment of selected patches	
	Across operating systems	
	Across locations	
Flexible configuration	Patch file location, Patch file parameters	
	Reboot actions and notifications, By computer, group or user defined collections of computers	
	Saves bandwidth, Security and policy control	
Comprehensive reports	Graphical with drill-down, User defined	
	Scheduled, E-mail notification	
	Export to HTML, Excel or Word	

SOFTWARE MANAGEMENT		Statement of Compliance
	Solution should be able to run procedures triggered by an alert (via real-time monitoring of critical applications, services, event logs) offering automated remediation of issues	
	Solution should be capable to create customized IT Procedures / Scripts or use pre-configured procedures	
	Solution should be able to support execution of CMD, Powershell, Batch File, VB Script, Java Scripts, ShellScripts	
	Solution should be able to easily deploy 3rd party applications	
Cross-platform support	Windows	
	MAC	
	Linux	

	Patches for 3rd party software is included, if made available by 3rd-party software package developers	
Profile base policy	Scan and Analysis Override	
	3rd-Party Software: at least a minimum of 135 third party applications can be patched	
	Deployment	
	Alerting	
Scan and Analysis	Can Approve, Review and Reject Patch impact (Critical, Critical, Older than 30 days, Recommended, Virus Removal)	
	Schedule (Daily, Weekly, Monthly)	
Override	Can Approve/Reject Specific KB Override	
	Can Approve/Reject Specific MS Override	
	Can Approve/Reject Specific CVE, Product, or Vendor	
3rd-Party Software	Deploy popular 3rd-party software packages for Windows systems	
	Reboot Options	
Deployment	Warn user and wait for x min and then reboot	
	Reboot immediately after update	
	Ask user about reboot and offer to delay	
	Ask permission, if no response in x min reboot	
	Skip reboot	
	Do not reboot after update, send email	
	Schedule : Daily, Weekly, Monthly	
Alerting	New patch is available	
	Deployment fails	
	OS Auto Update changed	
	Create Alarm	
	Create Ticket	
	Email Recipients	

	Run a Procedure	
Management	Clickable Dashboard	
	Patch Approval	
	Patch History	
REMOTE ACCESS		
General Features	Solution should be capable of remoting a managed machine	
	Solution should be able to set remote control policies such as Silent take control, ask permission, approve if no one is logged in,	
	require permission, denied if no one is logged in	
	Solution should be able to record a remote session	
	Solution should be able to access the command prompt without disturbing the user	
	Solution should be able to access and modify the registry, services and processes without disturbing the user	
	Solution should be able to get audit information of the remote system without disturbing the user	
	Can do remote using a mobile application	
Capability to access remote systems without disturbing the user	Access to Command Prompt	
	Access to Asset Summary	
	Access to Registry	
	Access File Manager (Download, Rename, Delete, Move, Copy,	
	Upload)	
	Access to Task manager	
	Access to Processes	
	Access to Services	
	Easy administration of users and policies	
	Access computers from anywhere	
	Password protected	

	Access computers from anywhere	
	Private Remote-Control Session for Windows	
	Remote Control Session is Logged	
	Supports Multiple Monitors	
	Supports Keyboard Mapping and Short-cut	
	Secure Communications	
	Provide the end user control and security to enable or disable remote control functions until granted approval	
REPORTS AND ALERTING		
REPORTING	Detailed list, table and graphic style reports	
	Hardware and Software Inventory	
	Disk Utilization	
	License Usage and Compliance	
	Network Usage and Statistics	
	Schedule Reports for Automatic Distribution	
	Distribute automatically to selected e-mail recipients	
	Report for all, groups or specific computers	
	Detailed filtering and content selection	
	Add own logo	
	Save reports with selected parameters for reuse	
	Export report data to readable formats	
	Capable of sending Unlimited SMS Notifications with no extra cost	
	Capable of email notifications	
ALERTING	Capable of sending unlimited SMS Notifications with no extra cost via a built-in SMS gateway avoiding delays from integrations	
	Capable of email and mobile app notifications	
ADMINISTRATION		

General Feature	Solution should be able to limit the access to its module and visibility of machines per user	
	Solution should be able to propagate policies automatically without further user intervention once policies are assigned to machines, machine group or organization	
	Solution should be able to provide compliance reports of enforced securities and policies	
Access Management	Multi-tenant Capable	
	Ability to group systems	
	Assign Admin users	
	Ability to assign roles, scope and groups to Admin Users	
	Logs activities of Users using the system	
	Ability to access Admin system remotely	
Centralized Management	Ability to manage, monitor local and remote systems in a single console (without the need for a private connectivity).	
	Ability to deploy policies, monitoring definitions to both local and remote systems using a single console.	
System Security	Compliance to HIPAA, PCI and SOC II	
	Remote control sessions to end-user machines/servers is encrypted	
	Access to the user and admin web interface is encrypted using industry accepted standards	
	Has a built-in 2 factor authentication and OTP	
Ticketing		
	Have main resolver in the system	
	Single-pane RMM integration	
	Ability to create another ticket resolver	
	Ability to create end-user ticket requestor	
	Can manage the status of the ticket	
	Can set ticket status and status label (new, open, pending, waiting, paused, resolved)	
	Automatic creation of ticket thru email	
	Integration with external ticketing tool through push email	
	Can add contacts by registering email addresses	
	Can send real time updates thru active chat	
	Can set priorities to low, medium, high or none	
	Can copy furnish email addresses for monitoring	
	Can set ticket type whether problem, question, incident, task or none	

	Can delegate ticket assignee	
	Can set severity of the ticket	
	Can search ID number of tickets	
	Capable of automatic resolution of incident	
	Viewable source of the tickets	
	Searchable filters such as ticket ID, organization, requestors, priority, severity, status, date and tags	
	Automatic identification of device requestor	
	Customizable organization structures of requestor	
	Can set tags of the ticket	
	Capable of public and private replies	
	Can see the logs of the ticket	
	Can attach file on the ticket	
	Can add a link on the ticket	
	Can set location or department	
	Can see the deleted tickets	
	Can View tickets assigned to a particular resolver	
	Can view all open tickets	
	Can view unassigned tickets	
	Can view, reject and approve pending tickets sent via email	
	Can create and customize domain for ticketing service	
	Can configure timeframe for "resolved tickets" to "close" status	
	Can configure SLA timers	
	Configurable start of ticket numbers	
	Allow end-users and contacts to attach files on the ticket	
	Allows options for authentication to view attached file in the ticket	
	Configurable technical email response either public or private	
	Can configure systray help request	
	Can set and file event-based triggered tickets	
	Can set and file time based triggered tickets	
	Can create ticket forms	
	Can create multiple resolvers	
	Can generate reports	
	- Open ticket reports	
	- Pending report	
	- Resolution time reports	
	- Resolved tickets report	
	- Technician ticket efficiency report	
	- ticket volume report	

Accessibility			
Ease of Access	Accessible thru the program's web based application		
	Accessible thru the program's mobile application and shall be 100% similar functionality-wise to the web based application		
SUPPORT AND WARRANTY			
	1 year of updates and support		
Local Support	24 X 7 support through phone, chat, and web-remote assistance for regular and critical incidents		
SLA	<table><tr><td>**SLA Target**</td><td>**Low**</td><td>**Medium**</td><td>**High**</td></tr><tr><td>Initial response tiem and ticket creation</td><td>1 working hour</td><td>1 working hour</td><td>1 working hour</td></tr><tr><td>Resolution</td><td>3 working days</td><td>2 working days</td><td>1 working day</td></tr></table>		
Availability	The system shall be up and running with availability level of 99.75% or with one (1) hour and forty-nine (49) minutes of service downtime per month except for scheduled downtime due to preventive maintenance.		
Rebate	One tenth (1/10th) of one (1%) of the pro-rated ABC for affected month.		
TERMS OF PAYMENT			
	Supplier agrees to be paid based on a progressive billing scheme as follows:		
	• Within thirty (30) days from completion of the delivery and issuance of the Inspection and Acceptance Report by the OSG, and submission of all other required documents - 95% of the contract price. • One (1) year from issuance of the Inspection and Acceptance Report by the OSG - 5% of the contract price.		
DELIVERY			
	10 Days upon receipt of NTP		
Training	Knowledge transfer and training for end users (IT) within the 10-day period delivery period.		

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

   or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

   and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

   and

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

   or

   Original copy of Notarized Bid Securing Declaration; **and**

☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (j) Original duly signed Omnibus Sworn Statement (OSS);

   and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ (l) The prospective bidder's computation of Net Financial Contracting

Capacity (NFCC);

or

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

Class "B" Documents

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

or

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

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

☐ (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

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

25 FINANCIAL COMPONENT ENVELOPE

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

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