



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

Supply, Delivery, and Implementation of ICT Equipments for Relocated Eight (8) Legal Divisions

Government of the Republic of the Philippines

Lot 1: Co-Location Server and Storage
Lot 2: Wireless LAN (Wifi-6) for 8 Divisions

(OSG PR No. 022-12-243)

Sixth Edition
July 2020

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines

Office of the Solicitor General

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

INVITATION TO BID FOR Supply, Delivery, and Implementation of ICT Equipments for Relocated Eight (8) Legal Divisions

1. The **Office of the Solicitor General**, through the **General Appropriation Act of R.A. 11639 FY 2022** intends to apply the sum of **Four Million Two Hundred Sixty Thousand Pesos (Php4,260,000.00)** for **Lot 1 – Co-Location Server and Storage**, **One Million Two Hundred Thousand Pesos (Php1,200,000.00)** for **Lot 2 – Wireless LAN (Wifi-6)** for **8 Divisions / OSG PR No. 022-12-243** being the ABC to payments under the contract for each lot. Bids received in excess of the Approved Budget for the contract (ABC) for each lot shall be automatically rejected at bid opening.
2. The **OSG** now invites bids for the above Procurement Project. The Bidder **must not exceed the ninety (90) days delivery lead-time upon receipt of Notice to Proceed (NTP)**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a 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 **2 December 2022** until 10:00am of **21 December 2022**, 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 **Four Thousand Pesos**

(Php4,000.00) for Lot 1, One Thousand Pesos (Php1,000.00) for Lot 2. Interested bidders may purchase the bidding documents by depositing the amount of **Four Thousand Pesos (Php4,000.00) for Lot 1, One Thousand Pesos (Php1,000.00) for Lot 2** 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 **9 December 2022 @ 11:30am** 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 **11:25am** of **21 December 2022**. **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 **11:30am** of **21 December 2022** 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**.

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.procurement2@gmail.com and/or rfq.osgprocurement@gmail.com

Tel No. (02) 8988-1674 loc. 777 / (02) 8836-3314 / Telefax No. (02) 8813-1174

Website: www.osg.gov.ph

13. You may visit the following websites:

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

Date of Issue: *December 2, 2022*



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 **Supply, Delivery, and Implementation of ICT Equipment for Relocated Eight (8) Legal Divisions**, with identification number **OSG PR No. 022-12-243**.

The Procurement Project **Supply, Delivery, and Implementation of ICT Equipment for Relocated Eight (8) Legal Divisions** is composed of **2 Lots**, 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 **General Appropriation Act of R.A. 11639 FY 2022** in the amount of **Five Million Four Hundred Sixty Thousand Pesos (Php5,460,000.00)**

2.2. The source of funding is:

a. NGA, the **General Appropriation Act of R.A. 11639 FY 2022**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have at least one (1) contract similar to the Project (SLCC) the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB Clause 5.3** should have been completed within **five (5) 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 Declaration¹ 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. b. Completed within five (5) 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 <i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php85,200.00 for Lot 1, & Php24,000.00 for Lot 2 [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 Php213,000.00 for Lot 1, & Php60,000.00 for Lot 2 [five percent (5%) of ABC] if bid security is in Surety Bond.
19.3	The project will be awarded under a contract for each lot with an ABC of Four Million Two Hundred Sixty Thousand Pesos (Php4,260,000.00) for Lot 1 – Co-Location Server and Storage, One Million Two Hundred Thousand Pesos (Php1,200,000.00) for Lot 2 – Wireless LAN (Wifi-6) for 8 Divisions inclusive of all government taxes and charges.
20.2	Must present the licenses and certifications required in the Terms of Reference.
21.2	No further instructions.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>“The service required by the Contract shall be rendered at the <i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i> 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.”</p> <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:]</i> “The delivery terms applicable to the Contract are DDP delivered to <i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to <i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the <i>Supplies Section of the Administrative Division</i>.</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> <ol style="list-style-type: none"> 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

	<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>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>

	<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 force majeure.</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>Intellectual Property 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>
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
	Supply, Delivery, and Implementation of ICT Equipments for Relocated Eight (8) Legal Divisions			The Bidder must not exceed the ninety days (90) days delivery lead-time upon receipt of the Notice to Proceed.
1	Lot 1: Co-Location Server and Storage			
2	Lot 2: Wireless LAN (Wifi-6) for 8 Divisions			

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[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.]</i></p>

**TERMS OF REFERENCE
OFFICE OF THE SOLICITOR GENERAL**

**Terms of Reference for Procurement of
ICT Equipment FY 2022**

Item	Specification	Statement of Compliance
		<p>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 the 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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</p>

1. General Requirement for all ICT Equipment and WLAN Upgrade	Statement of Compliance
<ul style="list-style-type: none"> The Bidder must be an authorized reseller/dealer of the brand being offered. A current Authorization or reseller certificate from the Manufacturer or Vendor is required as part of the technical component of the bid proposal. 	
<ul style="list-style-type: none"> The Bidder must not exceed the ninety days (90) days delivery lead-time upon receipt of the Notice to Proceed. 	
<ul style="list-style-type: none"> Must attach a brochure of the brand being offered. 	

ICT EQUIPMENT			
ITEM	QTY	UNIT COST	TOTAL
LOT 1: Co-Location Server and Storage			
Colocation Server and Storage	1 Lot	4,260,000.00	4,260,000.00
TOTAL			4,260,000.00
LOT 2 - WLAN for 8 Divisions			
Supply, Delivery, and Implementation of Wireless LAN (Wi-Fi 6)	1 lot	1,200,000.00	1,200,000.00
TOTAL			1,200,000.00
GRAND TOTAL			₱ 5,460,000.00

ICT EQUIPMENT - LOT 1: CO-LOCATION SERVER AND STORAGE		
Item	Specifications	Statement of Compliance
CO-LOCATION SERVER AND STORAGE		
CHASSIS		
QTY	1	
Form Factor	Blade with 10U chassis that can accommodate up to 14x half-width horizontal nodes. Supports mixing 2P AP and 8P nodes on the same chassis	
Midplane	Must have passive midplane	
Management Module	Blade Chassis should have 2x redundant management module	
Network Switch	Blade Chassis should have 2x network switch that includes 14 internal 10 GbE ports enabled (one to each compute node) and 10 external 10 GbE ports enabled with options	

	to upgrade (per Switch). With 10x initially activated ports with 10x 10Gb base-T SFP+ Transceivers and 10x 1GbE Transceivers. Standard with Flexible Port Mapping capability.	
SAN Switch	Blade Chassis should have 2x SAN switch that includes 28 internal full duplex 16/8Gb FC ports (per Switch). 24 external ports for 16 Gb or 8 Gb SFP+ transceivers supporting 4 Gb, 8 Gb, and 16 Gb port speeds (per Switch). With 12x initially activated external ports per switch with 12x 16Gb and 12x 8Gb FC Transceivers.	
Fans and Cooling	Blade Chassis should have 10x redundant Fans. Should be capable of Zoned Adaptive Cooling with fans can be independently slowed or sped up.	
Power Supply	Blade Chassis should have 6x redundant 2500W PSU	
Power Consumption	Must be 12,900 watts maximum	
Power Cable	Blade Chassis should have 6x 2.5m, 16A/100-240V, C19 to IEC 320-C20 Rack Power Cable	
Warranty	3 Years Parts, Labour, On Site, 4Hr Response Time, 24x7	
Implementation Services	Installation and configuration must be included	
BLADE NODE		
QTY	3	
Form Factor	Half-width	
Processor	2x Xeon Silver 4114 10C 85W 2.2GHz Processor	
Memory	8x 16GB DDR4 2666 MHz. up to 24 DIMMs can be installed	
Storage	2x 2.5" 300GB 10K SAS 12Gb Hot Swap 512n HDD	
Connectivity	4-port 10Gb Virtual Fabric Adapter and 16Gb 2-Port Fibre Channel Adapter	
Features	With predictive failure analysis which covers processors, memory, and drives, plus the fans and power supplies.	
Warranty	3 Years Parts, Labour, On Site, 4Hr Response Time, 24x7	

Implementation Services	Installation and configuration must be included	
SAN		
QTY	1	
Form Factor	2U Rackmount SAN	
Controller memory	16 GB per system (8 GB per controller module)	
Controller	Dual Redundant Converged Network Controller	
RAID Levels	RAID 1, 5, 6, and 10	
Storage	3x 400GB SSD and 15x 1.2TB HDD	
Ports	4x SFP/SFP+ host ports with two built-in dual-port CNCs (each port on the same CNC must have the same connectivity type; different CNCs might have different connectivity types) and 1x 1GbE ports for management per Controller.	
Transceivers	8x 16GB FC SFP+ Transceivers	
Features	SSD Tierring	
Performance	Dual controller configuration Up to 250000 random disk read IOPS Up to 7 GBps sequential disk read throughput Up to 6 GBps sequential disk write throughput	
Cooling	Redundant cooling with two fans built into power and cooling modules (PCMs).	
Power supply	Two redundant hot-swap 580 W AC power supplies built into PCMs.	
Management interfaces	1 GbE port (UTP, RJ-45) and serial port (Mini-USB) on the controller modules. Web-based interface (WBI); Telnet, SSH, or Direct Connect USB CLI; SNMP and email notifications.	
Cables	2x 4.3m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable and 8x 5m LC-LC OM3 MMF Cable	
Warranty	3Yr 24x7 4Hr Response + Drive Retention	
Implementation Services	Installation and configuration must be included	
Misc		
FC HBA	1x Dual port 8Gb FC HBA for x3550 M5 (5463)	
NIC	1x Dual port 10GbBase-T NIC for x3550 M5	

	(5463)	
Implementation Services	Installation and configuration must be included	
SCOPE OF WORK		
Blade Chassis		
	Unboxing and initial setup	
	Racking	
	Assembly of Power Supply and Cooling Fans	
	Initial Configuration of Chassis Management Module (CMM)	
	Initial Configuration of Flex Network Switch	
	Initial Configuration of Flex SAN Switch with SAN Zoning	
	Installation of Server Nodes	
	Knowledge Transfer	
Server Nodes		
	Configuraiton of Server Nodes	
	RAID Configuration	
	OS Installation (Windows Only)	
	Knowledge Transfer	
Storage		
	Unboxing and initial setup	
	Racking	
	Create Storage Pool	
	Create Host	
	Mount volumes to Host	
	Testing	
	Knowledge Transfer	
Existing M5	x3550	
	Removal of 2x Single port FC HBA	
	Installation of 1x Dual port FC HBA	
	Installation of 1x Dual port 10GbBase-T NIC	
Warranty	At least three years on parts and labor.	
Support Service Requirement	The bidder must provide the following:	
	* Unlimited corrective maintenance/ repair services within the warranty period	
	* Eight (8) hours by five (5) days (Monday to Friday, 8:00 AM - 5:00 PM) technical support	

	and must meet the following response and resolution time:	
	> Within one (1) hour for phone or email support	
	> Next business day on-site support	
	> For onsite support, the winning bidder must attend to and repair the defective unit within two (2) business days	
	> In case of outside repair within the 1-year warranty period, the winning bidder shall provide a service unit to the OSG within three (3) days upon pull out of the unit. The repaired hardware or replacement for the pulled-out hardware/unit must be delivered within fifteen (15) calendar days from the issuance of the service unit.	
	The bidder must provide full documentation for the Activity Plan on the installation of patches and upgrades and Root Cause Analysis of incidents encountered.	
	The bidder must provide onsite support for the installation and deployment of software patches and version upgrades.	
	The bidder must provide a procedure for support and problem escalation.	
	* Submission of Activity/Service Report within 5 calendar days after rendering service	
	The bidder must conduct system health checks every quarter with the following scope: <ul style="list-style-type: none"> • System/Application patches, fixes, security patches, and alerts • System/Application profile • Resource utilization • Log analysis Formal reports on the output of conducted health checks within 5 days	
Other Warranty and After Sales Requirements	* Immediate replacement of the equipment and/or its parts.	
	* The winning Bidder shall replace a factory defective unit with a new unit within 30 days upon delivery of the item.	

	The bidder must provide a certificate for the above services as part of the technical requirements.	
Certification	The bidder must be an authorized reseller of the brand being offered. Must provide Authorization certificate from the Manufacturer or Vendor.	
TERMS OF PAYMENT		
	Supplier agrees to be paid based on a progressive billing scheme as follows:	
	<ul style="list-style-type: none"> • Within thirty (30) days from completion of the delivery and issuance of the Inspection and Acceptance Report by the OSG, and submission of all other required documents - 95% of the contract price. One (1) year from the issuance of the Inspection and Acceptance Report by the OSG - 5% of the contract price.	
DELIVERY		
	Ninety (90) days upon receipt of NTP	
ICT EQUIPMENT - LOT 2: WLAN FOR 8 DIVISIONS		
Supply, Delivery, and Implementation of Wireless LAN (WLAN) (6)		
10 Units Access Point		
Features	<ul style="list-style-type: none"> • Must belong to the latest Top 4 of the Leaders Group of Gartner's Magic Quadrant for Enterprise Wired and WLAN Infrastructure Report for 2021 (must provide certificate) 	
	<ul style="list-style-type: none"> • Must be compatible with existing OSG WLAN Infrastructure. 	
	<ul style="list-style-type: none"> • Must be 1.49 Gbps maximum real-world speed (HE80/HE20) 	
	<ul style="list-style-type: none"> • Must be WPA3 and Enhanced Open security 	
	<ul style="list-style-type: none"> • Must have built-in technology that resolves sticky client issues for Wi-Fi 6 and Wi-Fi 5 devices 	
	<ul style="list-style-type: none"> • Must have OFDMA for enhanced multi-user efficiency 	
	<ul style="list-style-type: none"> • Must be IoT-ready Bluetooth 5 and 	

	Zigbee support	
	<ul style="list-style-type: none"> • Must be designed to optimize user experience by maximizing Wi-Fi efficiency and dramatically reducing airtime contention between clients. 	
	<ul style="list-style-type: none"> • Must support Orthogonal frequency-division multiple access (OFDMA) 	
	<ul style="list-style-type: none"> • Must support cellular optimization 	
	<ul style="list-style-type: none"> • Must support up to 2 spatial streams (2SS) and 80MHz channel bandwidth (HE80) 	
	<ul style="list-style-type: none"> • Must support handling multiple Wi-Fi 6 capable clients on each channel simultaneously, regardless of device or traffic type. 	
	<ul style="list-style-type: none"> • Must support Channel utilization optimization by handling each transaction via smaller sub-carriers or resource units (RUs) 	
	<ul style="list-style-type: none"> • Must support controller-less mode and can provide SLA-grade performance by allocating radio resources, such as time, frequency, and spatial streams, to specific traffic types 	
	<ul style="list-style-type: none"> • Must support Layer 7 deep packet inspection (DPI) to identify user roles and applications, the APs will dynamically allocate the bandwidth needed 	
	<ul style="list-style-type: none"> • Must support the elimination of sticky client issues by placing Wi-Fi 6 capable devices on the best available AP 	
	<ul style="list-style-type: none"> • Must support Wi-Fi 6 aware client optimization by steering mobile devices to the best AP based on available bandwidth, types of applications being used, and traffic type -even as users roam. 	
	<ul style="list-style-type: none"> • Must support Advanced Cellular Coexistence (ACC) uses built-in filtering to automatically minimize the impact of interference from cellular networks, distributed antenna systems (DAS), and commercial small cell or femtocell equipment. 	
	<ul style="list-style-type: none"> • Must support continuous monitoring and 	

	reporting hardware energy consumption. can also be configured to enable or disable capabilities based on available PoE power	
	<ul style="list-style-type: none"> • Must support integrated Bluetooth 5 and 802.15.4 radio (for Zigbee support) to simplify deploying and managing IoT-based location services 	
	<ul style="list-style-type: none"> • Must support Target Wake Time (TWT) by establishing a schedule for when clients need to communicate with an AP 	
	<ul style="list-style-type: none"> • Must support for stronger encryption and authentication is provided via the latest version of WPA for enterprise-protected networks. 	
	<ul style="list-style-type: none"> • Must support WPA2-MPSK MPSK enables simpler passkey management for WPA2 devices 	
	<ul style="list-style-type: none"> • Must support VPN Tunnels can be used to establish a secure SSL/IPsec VPN tunnel to a VPN concentrator 	
	<ul style="list-style-type: none"> • Must support Trusted Platform Module (TPM) for secure storage of credentials and keys, and boot code 	
	<ul style="list-style-type: none"> • Must support flexible management platform either standalone, controller-less, controller-based, cloud-based, and on-premises NMS using unified OS 	
	<ul style="list-style-type: none"> • Must support zero-touch provisioning 	
	<ul style="list-style-type: none"> • Must support Transmit beamforming (TxBF) Increased signal reliability and range 	
	<ul style="list-style-type: none"> • Must support Passpoint Wi-Fi (Release 2) (Hotspot 2.0) 	
	<ul style="list-style-type: none"> • Must support Seamless cellular-to-Wi-Fi carryover for guests 	
	<ul style="list-style-type: none"> • Must support Dynamic Frequency Selection (DFS) Optimized use of available RF spectrum 	
	<ul style="list-style-type: none"> • Must support Maximum Ratio Combining (MRC) Improved receiver performance 	
	<ul style="list-style-type: none"> • Must support Cyclic Delay/Shift Diversity (CDD/CSD) Greater downlink RF performance 	
	<ul style="list-style-type: none"> • Must support Space-Time Block Coding 	

	Increased range and improved reception	
Technical Specifications	<ul style="list-style-type: none"> • Must be Indoor, dual radio, 5GHz, and 2.4GHz 802.11ax 2x2 MIMO 	
	<ul style="list-style-type: none"> • Must have Two spatial stream Single User (SU) MIMO for up to 1.2Gbps wireless data rate with 2SS HE80 802.11ax client devices 	
	<ul style="list-style-type: none"> • Must be Up to 256 associated client devices per radio 	
	<ul style="list-style-type: none"> • Must be 16 BSSIDs per radio 	
	<ul style="list-style-type: none"> • Must support the following frequency bands: 	
	(Country-specific restrictions apply)	
	2.400 to 2.4835GHz / 5.150 to 5.250GHz /5.250 to 5.350GHz /5.470 to 5.725GHz /5.725 to 5.850GHz	
	<ul style="list-style-type: none"> • Available channels 	
	Dependent on the configured regulatory domain	
	<ul style="list-style-type: none"> • Must Support the following radio technologies 	
	802.11b: Direct-sequence spread-spectrum (DSSS)	
	802.11a/g/n/ac: Orthogonal frequency-division multiplexing (OFDM)	
	802.11ax: Orthogonal frequency-division multiple access (OFDMA) with up to 8 resource units	
	<ul style="list-style-type: none"> • Must support the following modulation types: 	
	802.11b: BPSK, QPSK, CCK	
	802.11a/g/n: BPSK, QPSK, 16-QAM, 64-QAM, 256-QAM (proprietary extension)	
	802.11ac: BPSK, QPSK, 16-QAM, 64-QAM, 256-QAM, 1024-QAM (proprietary extension)	
	802.11ax: BPSK, QPSK, 16-QAM, 64-QAM, 256-QAM, 1024-QAM	
	<ul style="list-style-type: none"> • Must be 802.11n high throughput (HT) support: HT20/40 	
	<ul style="list-style-type: none"> • Must be 802.11ac very high throughput (VHT) support: VHT20/40/80 	
	<ul style="list-style-type: none"> • Must be 802.11ax high efficiency (HE) supports: HE20/40/80 	

	<ul style="list-style-type: none"> Must support the following data rates (Mbps): 	
	802.11b: 1, 2, 5.5, 11	
	802.11a/g: 6, 9, 12, 18, 24, 36, 48, 54	
	802.11n: 6.5 to 300 (MCS0 to MCS15, HT20 to HT40), 400 with 256-QAM	
	802.11ac: 6.5 to 867 (MCS0 to MCS9, NSS = 1 to 2, VHT20 to VHT80), 1,083 with 1024-QAM	
	802.11ax (2.4GHz): 3.6 to 574 (MCS0 to MCS11, NSS = 1 to 2, HE20 to HE40)	
	802.11ax (5GHz): 3.6 to 1,201 (MCS0 to MCS11, NSS = 1 to 2, HE20 to HE80)	
	<ul style="list-style-type: none"> Must be 802.11n/ac/ax packet aggregation: 	
	A-MPDU, A-MSDU	
	<ul style="list-style-type: none"> Transmit power: 	
	Must be Configurable in increments of 0.5 dBm	
	<ul style="list-style-type: none"> Maximum (aggregate, conducted total) transmit power (limited by local regulatory requirements): 	
	2.4 GHz band: +21 dBm (18dBm per chain)	
	5 GHz band: +21 dBm (18 dBm per chain)	
	Note: conducted transmit power levels exclude antenna gain. For total (EIRP) transmit power, add antenna gain.	
	<ul style="list-style-type: none"> Must include AP-POE-ATSR 1P SR 802.3at 30W Midspan 	
Accessories	<ul style="list-style-type: none"> Must include mount bracket (same brand) and power cord 	
Warranty	<ul style="list-style-type: none"> With at least a Lifetime warranty on parts and include one (1) Year next business day support 	
WLAN Controller with High Availability		
Features	Must support new Wi-Fi 6 (802.11ax), WPA3, and Enhanced Open - and existing standards	
	Must have Dynamic Segmentation that enforces wired and wireless access policies to simplify and secure the network	
	Must have Application awareness for 3,000+ applications without additional hardware	

	Must have Built-in AI-powered wireless/RF optimization	
	Must have Unifies policy enforcement for WLAN, LAN, and WAN traffic	
Quality of Service (QoS)	Must have Application visibility with Deep Packet Inspection (DPI) technology which evaluates and optimizes performance and Quality of Service policies for over 3,000 applications - even for encrypted or hidden traffic.	
	Must classify websites by content category and rate them by reputation. It can also block, apply QoS, bandwidth limit, mirror, and log web content.	
	Must have visualized and troubleshoot networks based on call quality metrics such as MOS, latency, jitter, and packet loss. Supported applications include Teams, Skype for Business, Wi-Fi Calling, Facetime, SIP, Jabber, Spark, and more.	
	Must have Resiliency and High Availability	
Resiliency and High Availability	Can be clustered together in a network managed by a centralized controller	
	Must support redundant power supplies	
Performance	Maximum campus or remote AP licenses: 256	
	Maximum concurrent users/devices: 8192	
	Maximum VLANs: 2048	
	Active firewall sessions: 1M	
	Concurrent GRE tunnels: 8192	
	Concurrent IPsec sessions: 4096	
	Concurrent SSL sessions:4096	
	Firewall throughput (Gbps): 12	
	Wired Bridged Throughput (Gbps): 12	
	Encrypted throughput 3DES (Gbps): 5	
	Encrypted throughput AES-CBC-256 (Gbps): 5	
	Encrypted throughput AES-CCM (Gbps): 5	
	Encrypted throughput AES-GCM-256 (Gbps): 5	
Connectivity	Form factor/footprint: 1xRU	
	10/100/1000BASE-T: 4xCombo	
	1000BASE-X: 4xCombo	
	10G Ports (10G or 1G supported): 2xSFP+	

	USB 2.0: 2	
	Management/status LEDs: Yes	
	LINK/ACT and status LEDs: Yes	
	LCD panel and navigation buttons: Yes	
	Console port: Mini USB, RJ-45	
Security	Enhanced wireless security Support for WPA3 brings stronger encryption and authentication methods, while Enhanced Open brings automatic security to open networks. New WPA2-MPSK feature enables simpler passkey management for WPA2 devices - should the Wi-Fi password on one device need to be changed, no additional key changes are needed for other devices on the network.	
	Dynamic Segmentation to simplify and better secure wired and wireless network access can enforce per-user and device roles across wired and wireless networks by integrating with a Policy Manager. This ensures consistent policy regardless of user role and device type and eliminates the need to configure unnecessary SSIDs, ACLs, VLANs, and subnets at every node in the network	
	Wired and wireless user and application traffic can be tunneled to a stateful firewall through GRE tunnels for inspection.	
	For advanced malware or antivirus protection, the device must be able to assume the role of an on-premises agent of centrally hosted firewalls such as those provided by Palo Alto Networks and Check Point Software	
Others	<ul style="list-style-type: none"> • Must include Power cords 	
	<ul style="list-style-type: none"> • Must include 10G SFP+ LC SR 300m MMF XCVR per controller 	
	<ul style="list-style-type: none"> • Must include uplink to existing core switch to support wireless traffic 	
	<ul style="list-style-type: none"> • 1-year renewal Hardware Replacement and Software support of the existing OSG APs 	
	<ul style="list-style-type: none"> • 1-year renewal Software support of the existing Network policy manager 	

Warranty	<ul style="list-style-type: none"> • With at least 1 year on parts and includes 1 Year next business day exchange for Controller 	
	<ul style="list-style-type: none"> • At least 3 years on parts for Transceivers 	
Licenses	<ul style="list-style-type: none"> • Must include Controller Per Ap Capacity Licenses and must include 1Y Foundation Care 	
	<ul style="list-style-type: none"> • Must include Controller Per AP Policy Enforcement Firewall and must include 1Y Foundation Care Next Business Day Exchange 	
Installation	Installation and Mounting of Access Points within 60 days from the initial inspection of delivered wireless equipment.	
Implementation	Configuration and Deployment within 60 days from the initial inspection of delivered wireless equipment.	
	Includes:	
	<ul style="list-style-type: none"> • Project Kickoff, Requirements Gathering and Analysis, Planning and Design, Deployment, Testing, Documentation, and Knowledge Transfer 	
Certification	The bidder must be an authorized reseller of the brand being offered (must provide a Manufacturer or Reseller Certificate).	
Support Service Requirement	The bidder must provide the following:	
	* Unlimited corrective maintenance/ repair services within the warranty period	
	* Eight (8) hours by five (5) days (Monday to Friday, 8:00 AM - 5:00 PM) technical support and must meet the following response and resolution time:	
	> Within one (1) hour for phone or email support	
	> Within two (2) hours of response time for onsite support	
	> Root cause analysis for all support cases filed.	
	* Submission of Service Report within 5 calendar days after rendering service	
	The bidder must provide full documentation for Activity Plan on the installation of patches and upgrades and Root Cause Analysis for incidents	

	encountered.	
	The bidder must provide onsite support for the installation and deployment of software patches and version upgrades.	
	The bidder must provide access to the Vendor portal for download of the latest product contents, patches, updates/upgrades including extensive online self-help resources and knowledge base. Advisory to patches and fixes shall also be provided	
	The bidder must provide a procedure for support and problem escalation.	
	The bidder must conduct system health checks every quarter with the following scope: <ul style="list-style-type: none"> • System/Application patches, fixes, security patches, and alerts • System/Application profile • Resource utilization • Log analysis • Formal reports on the output of conducted health checks within 5 days 	
Other Warranty and After-Sales Requirements	* Immediate replacement of the equipment and/or its parts.	
	* The winning Bidder shall replace a factory defective unit with a new unit within 30 days upon delivery of the item.	
	The bidder must provide a certificate for the above services as part of the technical requirements.	
TERMS OF PAYMENT		
	Supplier agrees to be paid based on a progressive billing scheme as follows:	
	<ul style="list-style-type: none"> • Within thirty (30) days from completion of the delivery and issuance of the Inspection and Acceptance Report by the OSG and submission of all other required documents - 95% of the contract price. • One (1) year from the issuance of the Inspection and Acceptance Report by the OSG - 5% of the contract price. 	
DELIVERY		
	Ninety (90) days upon receipt of NTP	

***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).

Republic of the Philippines



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