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Procurement of GOODS

**“Procurement of Secure Access Service Edge
(SASE)”**

**Project ID No. 2023-17
PR No. 2023-09-1409**

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 (IB)



IBP Road, Constitution Hills, Batasang Pambansa Complex
1126 Quezon City, Philippines

Invitation to Bid (IB) for the “Procurement of Secure Access Service Edge (SASE)”

1. The Civil Service Commission – Central Office through the MOOE-ISSP Fund intends to apply the sum of **Two Million Eight Hundred Fifty-Five Thousand Four Hundred Pesos (Php2,855,413.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the “**Procurement of Secure Access Service Edge (SASE)**” under Project Identification (ID) Number 2023-17. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Civil Service Commission – Central Office now invites bids for the above Procurement Project. Delivery of the Goods as specified in in Section VI (Schedule of Requirements) of the Bidding Documents. 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 R.A. No. 5183.

4. Prospective Bidders may obtain further information from the Civil Service Commission – Central Office, through the CSC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hour.
5. A complete set of **Public Bidding Documents (PBD)** may be acquired by interested Bidders from November 20, 2023 and onwards from the www.csc.gov.ph/procurement (CSC Website). Upon submission of bids, the bidder shall pay the fee in the amount of **Five Thousand Pesos (PHP5,000.00)**. The bidding documents may also be secured

from the CSC BAC-Secretariat upon payment of the corresponding fee. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.

The CSC accepts manual payment at the CSC Cashier Unit located at the CSC Mainbuilding, or online payment with the Land Bank of the Philippines (LBP) through Deposit/Fund Transfer to the CSC Bids and Awards Committee Account at the LBP - Batasan Branch with the following details:

Account Name: CSC BIDS AND AWARDS COMMITTEE
Account Number: 003122-1019-82

The Bidders shall submit and send through email at **csc.ofam.pmd@gmail.com** a scanned or screenshot image of the Transaction Receipt/ Deposit Slip/ Official Receipt as their proof of payment at least a day before the date of bid opening.

Bidders which previously purchased and paid fee for the Public Bidding Documents (PBD) during the first bidding may no longer required to pay the bidding documents fee during the second bidding and thereafter for the aforesaid project.

6. The Civil Service Commission – Central Office will hold a **Pre-Bid Conference** on **November 23, 2023 at 10:00 a.m. through videoconferencing** using *Microsoft (MS) Teams* as platform and shall be open to interested bidders. Below is the invitation link to the pre-bid conference:

Link here:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmRhMmUzYTYtMDcxMC00YWNhLWlONmMtODFjNjg5ZGE2MTAy%40thread.v2/0?context=%7b%22Tid%22%3a%22b18ff772-1cac-4521-9a8b-f077b03a9db6%22%2c%22Oid%22%3a%22d3e2eff5-d07e-4d8c-b558-e4614f86a95c%22%7d

7. **Bids** must be duly received by the CSC-BAC through its BAC Secretariat the **one (1) original copy (hardcopy) and one (1) softcopy/electronic copy (with password protection) of the bid documents** in the addressed indicated below and email address at csc.ofam.pmd@gmail.com on or before **December 7, 2023 at 9:00 a.m.** 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 or Bid Securing Declaration (BDS).
9. **Bid Opening** shall be on **December 7, 2023 at 10:00 a.m.** through videoconferencing via Microsoft (MS) Teams using an invitation link below:

Link here:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmRmNTIyMWUtNTcwMS00OWYxLWEwY2Q0MDYyMDIyN2VkNDcz%40thread.v2/0?context=%7b%22Tid%22%3a%22b18ff772-1cac-4521-9a8b-f077b03a9db6%22%2c%22Oid%22%3a%22d3e2eff5-d07e-4d8c-b558-e4614f86a95c%22%7d

Pursuant to Item 4.2 (B) of the GPPB Resolution No. 09-2020, Bidder must allow to a password-protected Bidding Documents on opening date and time. The passwords for accessing the file will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology.

In case of technicality/error in opening of electronic bid documents using password or problem in the internet connection in the CSC, the BAC shall physically open and check the submitted hardcopy of bid documents and which shall serve as references of the BAC in the bidding.

10. On or before the conduct of Pre-bid Conference, Bid Opening and BAC meetings, the authorized representative(s) of prospective bidders must present Letter of Intent/ Authorization Letter from their company and must have a valid Identification Card (Company ID or any Government-issued ID) which may be done in person or through electronic means.
11. The Civil Service Commission – Central Office 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:

CSC-CO BAC Secretariat

Civil Service Commission – Central Office
IBP Road, Constitution Hills, Quezon City
Trunkline No. (02) 8931-7935 or 39, local 508
Direct Line: (02) 8931-7990; Fax No. 8931-8029
Email Address: csc.ofam.pmd@gmail.com

13. You may visit the following website for downloading of Bidding Documents.

www.csc.gov.ph/procurement or www.philgeps.gov.ph



ATTY. ARIEL G. RONQUILLO
CSC Assistant Commissioner

Chairperson, CSC CO Bids and Awards Committee (BAC)

Proper

November 15, 2023

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Civil Service Commission – Central Office wishes to receive Bids for the “**Procurement of Secure Access Service Edge (SASE)**” with Project I.D. No. 2023-17.

The Procurement Project (referred to herein as “Project”) is composed of one (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 2023 in the amount of **Two Million Eight Hundred Fifty-Five Thousand Four Hundred Pesos (Php2,855,413.00)**.

2.2. The source of funding is the MOOE-ISSP Fund.

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 limited to those allowed under the rules may participate in this Project.

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

- 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

The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed 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.

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 **BDS**.

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 Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 the **April 7, 2023**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which

must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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 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

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 Project having several items that 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

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

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, <u>contracts similar to the Project</u> shall be: <ol style="list-style-type: none"> a. Procurement of Secure Access Service Edge (SASE). b. Completed in five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP in Quezon 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: <ol style="list-style-type: none"> a. The amount of not less than PHP 57,108.26, 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 PHP 142,770.65, if bid security is in Surety Bond.
15	<u>Bidders are requested to submit manually or physically one (1) set original copy of bid documents (in hardcopy) and softcopy/electronic copy of bid documents</u> to Civil Service Commission – Central Office, IBP Road, Constitution Hills, Quezon City and email address to csc.ofam.pmd@gmail.com <u>on or before December 7, 2023 at 9:00 a.m.</u> at Civil Service Commission – Central Office, IBP Road, Constitution Hills, Quezon City.
19.3	The Project shall be awarded in one Contract.
20.2	For purposes of Post-Qualification the following document(s) shall be required: <ol style="list-style-type: none"> 1. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion. 2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 3. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), if bidder opted to submit the eligibility documents under the Certificate during opening of bids. <p>In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.</p>

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 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** 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

- 5.1 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.
- 5.2 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>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>“The delivery terms applicable to the Contract are DDP delivered to Quezon City. In accordance with INCOTERMS.”</p> <p>The delivery terms applicable to this Contract are delivered to Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</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 Mr. Roderick S. Tomas of ICTO, CSC Central Office.</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 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>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> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of six (6) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within a month of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p>

	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>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>

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 Number	Description	Quantity	Total	Delivered, Weeks/Months	Statement of Compliance of the Bidder
1	Procurement of Secure Access Service Edge (SASE)	One (1) Lot	1	<p>DELIVERY PERIOD</p> <p>The supplier must complete the delivery, installation and configuration, and training of the solution/product within <u>forty-five (45) calendar days</u> after the issuance of the Notice to Proceed (NTP).</p> <p>The place of delivery and training is at Civil Service Commission, Constitution Hills, Batasang Pambansa Complex Diliman Quezon City.</p>	

Section VII. Technical Specifications

Technical Specifications

Item	Specifications	Statement of Compliance of the Bidder
	<p>Name of the Project : PROCUREMENT OF SECURE ACCESS SERVICE EDGE (SASE)</p> <p>Place of Delivery : Civil Service Commission – Central Office</p> <p>Approved Budget for the Contract: Php2,855,413.00</p> <p>I. INTRODUCTION</p> <p>The CSC workforce is currently more dispersed than ever, with work applications and data residing in data centers and the cloud. However, the traditional network setup faces challenges in terms of connection speed, primarily due to the increasing number of employees connecting to CSC resources through Virtual Private Networks (VPNs) and accessing Software as a Service (SaaS) applications. VPNs come with several disadvantages, including slower internet speeds, higher data usage, limited access to certain websites, potential exposure to malicious sites, a false sense of security, and the possibility of creating security gaps when VPNs are bypassed.</p> <p>Furthermore, securing a large number of employee devices and network connections when people are working from various locations has become a significant challenge for the ICTO.</p> <p>To address these issues, the proposal is to adopt a modern approach like Secure Access Service Edge (SASE). SASE relocates the network and security infrastructure from the traditional data center to the cloud, effectively functioning as a contemporary VPN. By integrating cloud-based security and networking components, SASE offers the right level of security across various platforms and locations where CSC employees work. This empowers users to work securely from any location while maintaining access to essential resources. Additionally, SASE provides scalability, making it easy to adjust resources up or down as needed.</p> <p>To proceed with the procurement of SASE for CSC, this Terms of Reference (TOR) document aims to provide potential bidders with a comprehensive understanding of the service specifications required for the project.</p> <p>II. OBJECTIVE</p> <p>This project has the primary goal of enhancing the efficiency and security of CSC employees' access to CSC IT resources, whether they are located in CSC data centers or utilizing SaaS applications in the cloud, from any location. The key objective is to mitigate cybersecurity risks by implementing a cloud secure web gateway, controlling access to and securing CSC's cloud-based assets, and implementing the Zero Trust approach, thereby eliminating implicit trust across all CSC computing infrastructure. Trust levels will be dynamically calculated and adjusted to facilitate just-in-time, just-enough access to CSC data center resources.</p>	

Item	Specifications	Statement of Compliance of the Bidder
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III. TECHNICAL SPECIFICATIONS

Summary of Item Description	
Procurement of Security Access Service Edge (SASE) for 700 Concurrent Users. One (1) year subscription; Implementation and configuration; Cloud policies configuration; Testing and monitoring; Knowledge transfer of configurations made; and 8x5 support services with unlimited phone and video call, text, and email support. Support will be provided in case of emergency.	

Item No.	Requirements	
1	General	
1.1	The solution should be Network Security that allows users to securely connect to any applications from any location.	
1.2	The solution should be capable to deliver these security features below in a single platform to provide comprehensive protection to all users regardless of their location: 1. Centralized Management Console 2. Malware Protection 3. URL Filtering/controls 4. Sandboxing 5. SSL Traffic Management 6. Cloud Access Security Broker (CASB) 7. Access to Private Resource 8. Zero Trust Features based on NIST 800-207 9. Reporting and Analytics	
1.3	The solution should provide full support for Windows, iOS, MacOS, Android, Chrome OS, and Linux OS.	
1.4	The solution should have a unified and native single service edge for both Private and Public Access and not use any third-party solution.	
1.5	The solution should have a single cloud, single agent, and single console.	
1.6	The solution should support deployment architectures such as Full Cloud, Hybrid or Full On-prem Architecture.	
1.7	The solution should provide containerized architecture, having dedicated cloud gateways and reporter with dedicated/exclusive/static Public IP Addresses from the vendor or principal.	

1.8	The solution should provide a containerized architecture/dedicated data plane that allows full session inspection.	
1.9	The solution should provide a containerized architecture/dedicated data plane that provides SSL traffic visibility for both proxy and dynamic analysis engine.	
1.10	The solution should provide dedicated Public IPs from the vendor to allow tenant restriction controls or conditional access for external services or public SaaS applications particularly O365 and Azure.	
1.11	The solution should provide complete data isolation for each customer allowing for complete isolation of HTTPS decryption keys, log data and geo-zoning.	
1.12	The solution should provide full control and customer separation for data processing and log retention for data sovereignty and compliance	
1.13	The solution should be capable of supporting a hybrid architecture, having a cloud SaaS service and appliance on-premises which provide 100% features parity and any policies or controls configured within the cloud service should be automatically extended into the on-prem appliance.	
2	Features	
2.1	Complete Web/URL Filtering	
2.1.1	The solution must support forward proxy of HTTP/HTTPS traffic flows on any TCP port.	
2.1.2	The solution should support protocols beyond HTTP/HTTPS and inspect at the application layer [L7 Firewall as a Service (FWaaS)].	
2.1.3	The solution should have the capability to direct traffic via explicit proxy.	
	The solution should be able to support these data traffic redirection or connectivity methods below for on-site and mobile users:	
2.1.4	1. Agent - Typically used on managed devices to redirect data traffic to the solution whether onsite or remote.	
	2. Proxy – Settings configured and locked in the web browser	
	3. DNS – Domain Name System (DNS) settings configured on the endpoint to point to the service	
	4. GRE Tunnels – The Generic Routing Encapsulation (GRE) tunnel is established between a router or firewall to the solution	
	5. IPSec Tunnels – The Internet Protocol Security (IPSec) tunnel is established between a router or firewall to the solution	
2.1.5	The solution must have the ability to steer traffic directly from a managed endpoint to the associated Secure Web Gateway (SWG).	
2.1.6	The solution must provide a complete list of web categories which can be used to protect users against threats, unsuitable content, and unproductive sites.	
2.1.7	The solution must provide auto-categorization of new web sites.	
2.1.8	The solution must have the capability to identify uncategorized sites and take action based on the policy.	
2.1.9	The solution should have the capability to restrict which browsers and operating systems can be utilized by users that are connected to the platform.	
2.1.10	The solution must allow for customer creation of URL allow and block lists.	
2.1.11	The solution should support regex entries and IP address in URL lists.	
2.1.12	The solution should allow customers to create a list of inappropriate keywords aside from the pre-defined keyword lists.	
2.1.13	The solution should allow customers to restrict activity over specific networking ports.	

2.1.14	The solution should allow customers to prevent users from downloading files that have specific extensions.	
2.1.15	The solution should allow customers to restrict activity based on content or Multipurpose Internet Mail Extensions (MIME) type.	
2.1.16	The solution should allow for customer to prevent access to specific top-level domains (TLDs)	
2.1.17	The solution must support policy layering which allows advanced configurations to be applied based on multiple and potentially regularly changing user criteria like IP/Username/Geo-Location or Group/s.	
2.1.18	The solution must support user, group, and business unit level for granular policy enforcement.	
2.1.19	The solution must have the ability to use URLs/Domains and Classless Inter-Domain Routing (CIDR) notation in policy creation, URL lists, etc.	
2.1.20	The solution must have the ability to bypass URLs/Domains and IPs (as source or destination) in policy creation, URL lists, etc.	
2.1.21	The solution should allow for customers to create custom URL categories.	
2.1.22	The solution must provide access controls based on user, group, IP, or geographic location.	
2.1.23	The solution must have the capability to apply Secure Sockets Layer (SSL) decryption to all or selected destinations	
2.1.24	The solution must have the capability to support Proxy Auto-configuration (PAC) file hosting.	
2.1.25	The solution must provide URL look up functionality against category or policy.	
2.1.26	The solution must be able to detect and provide appropriate action for Transport Layer Security (TLS) certificate issues, including, but not limited to: Expired certs, host name mismatch with certificate, self-signed certs, untrusted-root certs, revoked certs, insecure ciphers, too Long Cert Chains etc.	
2.1.27	The solution should allow for X-Forwarded-For (XFF) header modifications.	
2.1.28	The solution should allow for the creation of whitelist/blacklist that can be updated via Application Programming Interface (API)	
2.1.29	The solution must be capable of creating/modifying custom user block messages.	
2.1.30	The solution should support transparent authentication without so much reliance on directory service integration.	
2.2	SSL traffic management	
2.2.1	The solution should provide granular SSL traffic controls and options for different TLS versions and Ciphers	
2.2.2	The solution should provide a broad array of selective decryption options that allow certain traffic to be decrypted while leaving other traffic untouched based on category, group, domain, app or network subnet.	
2.3	Cloud Access Security Broker (CASB)	
2.3.1	The solution should natively support O365 Tenant Restriction	
2.3.2	The solution must support CASB feature to apply fine grained controls on SaaS	
2.3.3	The solution should have the capability to enforce safe searches across popular search engines.	
2.3.4	The solution should allow for customers to manage access to any SaaS Applications via conditional access or via custom CASB rules for bespoke company's compliance requirements.	
2.3.5	The solution should have the capability to control file uploads to sanctioned and unsanctioned cloud services including generic websites.	

2.4	Malware Defense	
2.4.1	The solution should support multiple engines to detect and prevent threats in all traffic processed by the platform. Options include streaming protection, advanced malware analysis, email scanning, archive scanning, packed executable scanning, etc.	
2.4.2	The solution should allow malware scanning rules to be fully configurable which include the content types, target destination/s, traffic direction, priority, action etc.	
2.4.3	The solution should have malware sandboxing built into the platform for further analysis of suspicious content.	
2.4.4	The solution must support URL based risk scoring.	
2.5	Zero Trust Capabilities	
2.5.1	The solution should be a single unified Zero Trust edge that can be used to apply consistent security policies across all resources and users, regardless of resource or user location.	
2.5.2	The solution has the ability to catalog all resources an enterprise needs to protect, including applications, data, and services.	
2.5.3	The solution should have the ability to label resources to identify the type of resources present within an organization.	
2.5.4	The solution should have the ability to categorize resources by type, functional category, and location.	
2.5.5	The solution should have the ability to assign a risk and impact level to resources.	
2.5.6	The solution should have the ability to catalog all assets and devices accessing sensitive resources within an organization.	
2.5.7	The solution should have the ability to catalog all users accessing sensitive resources within an organization.	
2.5.8	The solution should have the ability to force modern authentication, such as Security Assertion Markup Language (SAML) or OpenID Connect (OIDC), for ALL resources, including resources that do not support modern authentication.	
2.5.9	The solution should have an Advanced Trust Algorithms that adaptively and automatically score users, assets, resources, and transactions to resources in real-time.	
2.5.10	The solution should have an Asset and Posture management to ensure assets meet minimum requirements before accessing critical resources.	
2.5.11	The solution should have a Trust scoring algorithm that includes scoring for MFA, impossible user travel, geographic location at the time of resource access, firewall and anti-malware being enabled, disk encryption, and much more.	
2.5.12	The solution should have the capability to create resource policies according to the NIST 800-207 Zero Trust Architecture that automatically denies unauthorized users access to enterprise-owned resources while only allowing access to approved users.	
2.5.13	The solution should have NIST 800-207 Criteria-Based access policies	
2.5.14	The solution should have NIST 800-207 Score-Based access policies	
2.5.15	The solution should have Zero Trust reporting capabilities including reports by type and category, security impact, location, and score	
2.5.16	The solution should have the ability to connect resources located on private networks, such as resources in an office, within Azure, AWS, or other cloud providers.	
2.5.17	The solution should provide the capability to access private resources based on domain or IP/Subnet.	

2.5.18	The solution should not allow users to connect directly to the private network so that other network resources are protected from unnecessary risks.	
2.6	Integrations	
2.6.1	The solution should be a Microsoft Trusted Security Partners which ensures complete compatibility and integrate natively into the Microsoft Ecosystem (O365, Azure, Cloud Security App, etc.).	
2.6.2	The solution should support native integration with Splunk, FireEye Helix and Microsoft Sentinel for log forwarding.	
2.6.3	The solution should support integration with any SIEM with fully customizable log format for forwarding. This includes forwarding protocols syslog, SCP, and SFTP.	
2.6.4	The solution should support Cloud Identity Provider (IDP) integration such as but not limited to Azure or Any IDP via SAML/OIDC.	
2.6.5	The solution should support RESTFUL OPEN API which can integrate with any third-party vendor.	
2.7	Reporting	
2.7.1	The solution should provide a dedicated reporter or cloud storage with dedicated Public IP Address as consolidation point of all generated events coming from users from any location.	
2.7.2	The solution should be equipped with a report manager, capable of tracking and generating statistics for a variety of aspects of network traffic.	
2.7.3	The solution should provide information on all activity from any user/device anywhere in real time and have the ability to backtrack historical events.	
2.7.4	The solution should allow the organization to generate reports on-demand or on a scheduled basis.	
2.7.5	The solution should have the capability to provide a threat dashboard that gives the administrator instant visibility into any infections on the network.	
2.7.6	Email alerts should be provided throughout the platform including alerts for Advisories, Maintenance, and Updates.	
3	Management Console	
3.1	The solution should provide single-pane-glass management that allows administrator to do all administrative tasks such as policy configurations, viewing of reports, troubleshooting including packet capture capability from the containerized gateways and etc.	
3.2	The solution should have a management console that is accessible from anywhere and every delegated administrator has the option to enable MFA as an added security layer for access.	
4	Implementation and Support Services	
4.1	Implementation Services <ul style="list-style-type: none"> o Installation and configuration of cloud policies o Testing and monitoring o Pilot deployment of at least 50 agents 	
4.2	8 x 5 Support Services – 1 Year <ul style="list-style-type: none"> o Mondays through Fridays, excluding holidays, with an unlimited phone call, video conference call, text, and email support. 	

	<p>Support will be provided regardless of day and time in case of emergencies including but not limited to:</p> <ol style="list-style-type: none"> 1. Massive outage or connection issue to the service; 2. Unresponsive web management console; and 3. Other analogous circumstances outside the control of CSC. <p>o Response time for the support should be within 24 hours.</p>	
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Item	Specifications	Statement of Compliance of the Bidder
	<p>IV. BIDDERS QUALIFICATIONS</p> <ol style="list-style-type: none"> a. The Bidder must have at least 2 years' experience in supporting SASE services. Proof must be included; b. The Bidder must submit at least Satisfactory (S) rating certification from their client using the offered SASE service in the last 5 years; c. The Bidder or Good Provider must be ISO-9001 & ISO-27001 certified. d. The Bidder must indicate their proposed brand and submit brochure/manual/website as references. The Bidder must confirm the specifications by stating across the Items 1-3 (Section III) the page or site where to find the feature/specs from the submitted brochure/manual/website; e. The Bidder should comply with all the other requirements of the Civil Service Commission Bids and Awards Committee. <p>V. BIDDERS RESPONSIBILITY</p> <ol style="list-style-type: none"> a. The delivery and inspection, if applicable, should be shouldered by the bidder. Delivery will be to the Civil Service Commission Central Office located at Batasan Hills, Quezon City. Time and date of delivery should be between 08:00 AM to 05:00 PM during working days. b. The winning Bidder shall provide the contact information such as emails and mobile numbers of the Technical Support Team for troubleshooting and support. <p>VI. TRAINING REQUIREMENT</p> <p>Upon delivery, technical support/supplier representatives will conduct a one (1) time comprehensive training/knowledge transfer on the use and administration of the solution for 10 participants. Certification of participation shall be given to attendees. Meals for the training shall also be shouldered by the Winning Bidder.</p> <p>VII. DELIVERY PERIOD</p> <p>The supplier must complete the delivery, installation and configuration, and training of the solution/product within forty-five (45) calendar days after the issuance of the Notice to Proceed (NTP). The place of delivery and training is at Civil Service Commission, Constitution Hills, Batasang Pambansa Complex Diliman 1126 Quezon City, Philippines.</p>	

Specifications	Statement of Compliance of the Bidder
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VIII. APPROVED BUDGET FOR THE CONTRACT

The approved budget for the contract is **Two Million Eight Hundred Fifty-Five Thousand Four Hundred Thirteen Pesos (PHP2,855,413.00)**, inclusive of all applicable government and taxes.

IX. ALTERNATIVE DISPUTE RESOLUTION

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the Contract Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be Quezon City.

X. VENUE IN CASE OF SUIT

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, Philippines to the exclusion of other courts.

XI. FORCE MAJEURE

Neither party shall be liable for any delay or failure in the performance of any of its obligations under this Agreement to the extent that such delay or failure is caused by force majeure. “Force Majeure” shall mean any event, including but not limited to wars or revolutions, strikes, riots, embargoes, fires, floods, quarantine restrictions, without fault or negligence of such party, beyond such party’s control and not foreseeable by such party.

The Procuring Entity may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract.

The Supplier shall take all reasonable steps to minimize the cost allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the Procuring Entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the Supplier shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

Pursuant to Sec. 68 of the 2016 revised IRR, the Procuring Entity may terminate the contract when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstances of force majeure is deemed to have ceased.

Item	Specifications	Statement of Compliance of the Bidder
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XII. AGREEMENT DISADVANTAGEOUS TO THE GOVERNMENT

If the facts and circumstances arise or are discovered which render this Agreement disadvantageous to the Government, the parties hereto agree immediately to renegotiate its terms and conditions, or at the option of the Procuring Entity terminate the same.

XIII. NO EMPLOYER-EMPLOYEE RELATIONSHIP

There shall be no employer-employee relationship between the Procuring Entity and the employees of the Supplier. The Supplier shall have exclusive control and supervision of its personnel in the performance of the Service herein agreed upon. The Supplier shall be solely responsible for all acts and/or omissions of its personnel and of all persons allowed by it to have access to the premises for any damage which may be caused to persons or property while remaining either casually or in business in any part therein. Any accident, injury or sickness of any kind, or death that may occur to any employee of the Supplier during the time and consequent to the performance of the Services under this Agreement shall likewise be the Supplier's sole responsibility, except to the extent caused by the act or omission of the Procuring Entity.

The Supplier further binds itself to hold the Procuring Entity free and harmless from any claim on account of the injury or damage.

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***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

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

- (j) 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**

- (k) 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

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
 (n) Original of duly signed and accomplished Price Schedule(s).

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

- (o) *[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.
 (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Bidding Forms

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

Bid Form

Date: _____

Project Identification No.: _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Contract Agreement Form for the Procurement of Goods (Revised)
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days
after receiving the Notice of Award]*

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]	[Insert Name and Signature]
[Insert Signatory's Legal Capacity]	[Insert Signatory's Legal Capacity]
for:	for:
[Insert Procuring Entity]	[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

**Statement of All On-Going Government and Private Contracts,
Including Contracts Awarded but Not Yet Started, Whether Similar
or Not Similar in Nature and Complexity to the Contract to be Bid**

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

*Note: The following documents must be made available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** (if available) or (c) **User's Certificate of Acceptance/Completion** (if available)*

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address		Description	%	b. Date Started
	c. Contact Nos.				c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Republic of the Philippines



Government Procurement Policy Board