

PHILIPPINE BIDDING DOCUMENTS

Republic of the Philippines

PROCUREMENT OF GOODS

**First Edition
May 2025**



SOCIAL SECURITY SYSTEM

**PROCUREMENT
OF
GOODS**

**SECURE ACCESS
SERVICE EDGE (SASE)
MANAGED SERVICES**

ITB-NGPA-SSS-GOODS-2026-013

FEBRUARY 2026

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BDS – Bid Data Sheet.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

COS – Contract of Service.

CPI – Consumer Price Index.

DDP – Delivered Duty Paid.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

INCOTERMS – International Commercial Terms.

IRR – Implementing Rules and Regulations.

ITB – Instructions to Bidders.

JO – Job Order.

LCB- Lowest Calculated Bid.

LCRB – Lowest Calculated Responsive Bid.

LGU – Local Government Unit

LoC – Letter of Credit.

MAB – Most Advantageous Bid.

MARB – Most Advantageous Responsive Bid.

MEARB – Most Economically Advantageous Responsive Bid.

MYCA – Multi-Year Contracting Authority.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

PSA – Philippine Statistics Authority.

RA No. – Republic Act Number.

SARB – Single Advantageous Responsive Bid.

SCC - Special Conditions of Contract.

SCRB – Single Calculated Responsive Bid.

SEARB – Single Economically Advantageous Responsive Bid.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Definition of Terms

Bid – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[c]).

Bidder – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[d]).

Bidding Documents – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective Bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR, Section 5[e]).

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.

Contract Price - the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

Effective Date of the Contract – the date indicated in the contract. However, the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed.

Foreign-funded Procurement or Foreign-Assisted Project – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

Framework Agreement – is a procurement strategy which shall be in the nature of an option contract between the Procuring Entity and the Bidder that stipulates the terms and conditions to be applied in subsequent contracts for the procurement of Goods, Infrastructure Projects, and Consulting Services with a single or multiple contractor, manufacturer, supplier, distributor, consultant, and service provider to expand the pool of prospective Bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings. (IRR, Section 16.2).

Goods – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition; (IRR, Section 5[n])

MARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.

MEARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, and the responsiveness of its bid to the technical requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

Online submission – pertains to the submission of the bid for Goods and the bid envelopes containing the technical and financial components of the bid through electronic means or through the electronic bidding facility of the PhilGEPS.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects 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.

Services - means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

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 its Bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, or consultant, or service provider.

Verified Report - the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

Section I. Invitation to Bid



Republic of the Philippines
SOCIAL SECURITY SYSTEM

East Avenue, Diliman Quezon City * Trunkline Number: (+632) 8709 7198
Email: ussaptayo@sss.gov.ph * Website: www.sss.gov.ph



**INVITATION TO BID FOR
SECURE ACCESS SERVICE EDGE (SASE)
MANAGED SERVICES
(ITB-NGPA-SSS-GOODS-2026-013)**

- 1) The *Social Security System (SSS)*, through the 2026 Corporate Operating Budget with Code PAP 2026-0418 of the Annual Procurement Plan, intends to apply the sum of **Two Hundred Thirty-Seven Million Five Hundred Fifty Thousand Pesos (₱237,550,000.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for **Secure Access Service Edge (SASE) Managed Services**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2) The SSS now invites bids for Secure Access Service Edge (SASE) Managed Services. Delivery of the Goods is within one hundred eighty (120) calendar days from the receipt of Notice to Proceed and Signed Contract.
- 3) Bidders should have completed, within the period of five (5) years prior to the date of submission and receipt of bids, any of the following:
 - a. A Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC; **or**
 - b. A combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, to wit:
 - i. The bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and
 - ii. The bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.

The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- 4) Bidding will be conducted through competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the IRR of RA No. 12009.
- 5) The award criteria to be adopted for this Project is Lowest Calculated and Responsive Bid (LCRB), where the considerations for the award of contracts are the eligibility of the bidder, the responsiveness of its bid to technical requirements, and the lowest financial bid
- 6) 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.

In case of Joint Venture, persons or entities forming themselves into a joint venture, i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA: Provided further, That the primary purpose of each member of the joint venture must be similar or related to the requirement of the project to be bid out.

- 7) Interested Bidders may obtain further information from SSS and inspect the Bidding Documents at the address given below from *Monday to Friday, 8:00 a.m. to 5:00 p.m.*
- 8) A complete set of Bidding Documents may be acquired by interested Bidders on **10 February 2026** from the address given below upon payment of the applicable fee for the Bidding Documents in the amount of **₱35,000.00**.

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

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


- 9) The SSS will hold a Pre-Bid Conference on **18 February 2026 (Wednesday), 2:00p.m.** at *Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City* and/or through video conferencing via *Microsoft Teams*, which shall be open to prospective Bidders.
- 10) Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through manual submission at the office address indicated below on or before **04 March 2026 (Wednesday), 2:00p.m.** Late bids shall not be accepted.
- 11) All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in ITB Clause 16.1.
- 12) Bid opening shall be on **04 March 2026 (Wednesday) at 2:00p.m.** at *Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City* and/or via *Microsoft Teams*. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.
- 13) The SSS warns the public and bidders against unscrupulous individuals or groups posing as SSS officers or employees and soliciting money, gifts, favors, or other benefits for alleged assistance or any purpose. DO NOT GIVE anything to these unscrupulous individuals or groups. The SSS enjoins the cooperation of the public and bidders in reporting such persons/groups to the SSS Bids and Awards Committee (BAC) and the BAC Secretariat.
- 14) The SSS reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 70 of R.A. No. 12009, without incurring any liability to the affected Bidder or Bidders.

15) For further information, please refer to:

*Rosalyn D. Azul-Condat
Bids and Awards Committee Secretariat Department
2nd Flr., SSS Main Bldg., East Ave., Diliman, Quezon City
Tel. Nos. (632) 8922-1070; 8709-7198 local 3424/3420
Email – bac@sss.gov.ph*

16) You may visit: <https://www.sss.gov.ph/opportunities> for downloading of Bidding Documents

10 February 2026



**THE VICE-CHAIRPERSON
BIDS AND AWARDS COMMITTEE**

Section II. Instructions to Bidders

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A. General

1) Scope of Bid

- 1.1 The Procuring Entity, named in the **BDS** invites bids for the Project with Identification Number which shall be specified in the **BDS**.
- 1.2 The Project is composed of number of lots or items as provided in the **BDS**, the details of which are described in Section VII. Technical Specifications.

2) Source of Funds

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

3) Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1 Unless otherwise specified in the **BDS**, the Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
 - a) defines, for purposes of this provision, the following terms under existing laws, rules, and regulations:
 - i) “corrupt practice” means an act by which officials in the public or private sectors improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA No. 3019.
 - ii) “fraudulent practice” means a misrepresentation of facts for purposes of influencing a procurement process or the execution of a contract to the detriment of the Procuring Entity, which includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their

participation in a procurement process, or affect the execution of a contract;

v) “obstructive practice” is

a) deliberately destroying, falsifying, altering or concealing of evidence material to administrative proceedings or investigation or making false statements to investigators in order to materially impede administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution relative to allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent the latter from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

b) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

b) Undertakes to reject a proposal for award upon *prima facie* determination that the Bidder recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

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

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

4) **Conflict of Interest**

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

a) A Bidder has controlling shareholders or beneficial owners in common with another Bidder;

b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

c) A Bidder has the same legally authorized representative as that of another Bidder for purposes of this bid;

- d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process; This may include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;
 - e) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.
 - f) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2 All Bidding Documents shall be accompanied by an omnibus sworn statement of the Bidder that it is not related, by consanguinity or affinity up to the third level, to the HoPE, Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and BAC Secretariat.
- 4.3 The Bidder shall also disclose the ultimate beneficial ownership of an entity. Failure to comply shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:
- a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;
 - b) In the case of partnerships, to the partnership itself and its partners;
 - c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;
 - d) A partnership, joint venture or consortium which is blacklisted or which has blacklisted member/s or partner/s, as well as a person or entity who is a member of a blacklisted joint venture or consortium, are, likewise not allowed to participate in any government procurement during the period of suspension or blacklisting; and
 - e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part of shall also be blacklisted.

5) Eligible Bidders

- 5.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Goods, the following persons shall be eligible to participate in this bidding:
- a) Duly-licensed Filipino citizens or sole proprietorships;
 - b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - d) Cooperatives duly organized under the laws of the Philippines; and
 - e) Persons or entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA); Provided, further, that the primary purpose of each member of the JV must be similar to or related with the requirements of the project to be bid out.
- 5.2 Foreign Bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- a) When provided for under any treaty or international or executive agreement as provided in Section 4 of the IRR;
 - b) When the foreign supplier is a citizen, corporation, or association of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - c) When the Goods sought to be procured are not available from local suppliers; or
 - d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3 GOCCs may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4 The Bidder must have completed, within a period of ten (10) years from the submission of the bid, unless a shorter period is indicated in the Invitation to Bid and **BDS**, a Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value must be equivalent to at least fifty percent (50%) of the ABC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices.

- 5.5 If the Procuring Entity determines that it is necessary to adopt a different SLCC requirement to ensure broader Bidder participation while establishing their technical capacity, it may allow Bidders to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus:
- a) The Bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and
 - b) The Bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.

For this purpose, the Procuring Entity may clarify in the **BDS** the definition or description of what it considers to be a similar project, which must be germane to the kind, class, or genus of goods or services to be procured, guided by the principle of proportionality and fit-for-purpose approach.

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

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

The values of the domestic Bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR not earlier than two (2) years prior to date of bid submission.

For purposes of computing the foreign Bidders' NFCC, the value of the current assets and current liabilities shall be based on their latest AFS prepared in accordance with International Financial Reporting Standards.

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

6) Bidder's Responsibilities

- 6.1 The Bidder or its duly authorized representative shall submit an omnibus sworn statement, in the form prescribed in Section VIII. Philippine Bidding Document Related Forms, as required in ITB Clause 12.1(viii).
- 6.2 Before submitting their bids, the Bidder is deemed to be knowledgeable with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.3 The Bidder undertook the following responsibilities:
 - a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;

- b) Acknowledged all conditions, local, or otherwise, affecting the implementation of the contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
- d) Complied with the responsibility to inquire, or secure the Supplemental Bid Bulletin(s) as provided under ITB Clause 10.4;
- e) Ensured that it is not “blacklisted” or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB; by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
- f) Ensured that each of the documents submitted in satisfaction with the bidding requirements is an authentic copy of the original, complete, and that all statements and information provided therein are true and correct;
- g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;
- h) Ensured that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute, and perform any and all acts necessary to participate, submit the bid, to sign, and execute the ensuing contract, accompanied by the duly-notarized Special Power of Attorney, Board, or Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- i) Complied with the disclosure provision under Section 81 and 82 of RA No. 12009 and its IRR, in relation to other provisions of RA 3019;
- j) Complied with existing labor laws and standards, in the case of procurement of services. Moreover, the Bidder undertakes to:
 - i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or Collective Bargaining Agreement (CBA); or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the Department of Labor and Employment (DOLE) of underpayment or non-payment of workers’ wages and wage-related benefits, the Bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of RA No. 12009, without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.
 - ii) Comply with Occupational Safety and Health Standards (OSHS) and correct deficiencies, if any.

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

- iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work, and other benefits under prevailing national laws, rules and regulations; or CBA; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises.
- k) Ensured that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel, or representative of the government in relation to any procurement project or activity.
- l) Examined all instructions, forms, terms, and specifications in the Bidding Documents.
- m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (i) the location and the nature of this Project; (ii) climatic conditions; (iii) transportation facilities; and (iv) other factors that may affect the cost, duration, and execution or implementation of this Project.
- n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin/s issued, are correct and consistent. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible Bidder out of the data furnished by the Procuring Entity.

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

6.4 Further, the Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

6.5 Furthermore, the Bidder should be aware that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7) **Origin of Goods**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations (UN) Security Council taken under Chapter VII of the Charter of the UN.

8) Subcontracts

- 8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the HoPE and as stated in the **BDS**. However, the subcontracted portion shall not exceed twenty percent (20%), or a different percentage of the ABC, on a per project basis, as approved by the GPPB.
- 8.2 Subcontracting of any portion of this Project shall not relieve the Bidder from any liability or obligation that may arise from the contract.
- 8.3 Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor. Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the Project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor.
- 8.4 Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the **BDS**.

B. Contents of Bidding Documents

9) Pre-Bid Conference

- 9.1 If so specified in the **BDS**, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 9.2 The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid and other bidding documents in the PhilGEPS.
- 9.3 Bidders are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Bidder will in no way prejudice its bid. The Bidder is deemed to know any changes and/or amendments to the Bidding Documents, as may be provided in the Supplemental Bid Bulletin.

The proceedings of the pre-bid conference shall be recorded, and the corresponding minutes shall be prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective Bidders not later than five (5) days upon written request.
- 9.4 Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10) Clarification and Amendment of Bidding Documents

- 10.1 Prospective Bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the BAC of the Procuring Entity at the address or electronic mail indicated in

the **BDS** or through the electronic bidding facility of PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

- 10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3 Supplemental Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective Bidders, including those who have properly secured the Bidding Documents, to inquire and secure Supplemental Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental Bid Bulletin must be accordingly informed by the BAC and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

C. Preparation of Bids

11) Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign Bidder's country. The Bidder shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or post or the equivalent office having jurisdiction over the foreign Bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of [the] IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

12) Documents Comprising the Bid: Technical and Financial Components

- 12.1 The first bid envelope shall contain the following technical documents, including the eligibility documents:
 - i) PhilGEPS Certificate of Registration (Platinum Membership);

- ii) Statement of SLCC;
- iii) NFCC Computation or committed Line of Credit (LoC);
- iv) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
- v) *[if applicable]* JVA) or in the absence of a JVA, duly notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful;
- vi) Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15;
- vii) Technical Specifications, which may include production or delivery schedule, manpower requirements, or after-sales service or parts, if applicable;
- viii) Omnibus Sworn Statement; and
- ix) For foreign Bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

12.2 The second bid envelope shall contain the following financial documents:

- a) Bid Form which includes the Bid price;
- b) Price Schedules in accordance with ITB Clause 13.1; and
- c) *[if applicable]* Certificate of Domestic Preference, in accordance with ITB Clause 25.

12.3 Whenever necessary, modifications may be made to the foregoing components specifically for major and specialized procurement to suit the particular needs of the Procuring Entity, subject to the approval of the GPPB.

12.4 All bids that exceed the ABC shall not be accepted, unless otherwise indicated in the **BDS**. For foreign-funded procurement, the ABC shall be applied as the ceiling to bid prices provided the following conditions are met:

- a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the Procuring Entity, payment could be made upon the submission of bids.
- b) The Procuring Entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the Procuring Entity and that the estimates reflect the quality, supervision and risk, and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

- c) The Procuring Entity has trained cost estimators in estimating prices and analyzing bid variances.
- d) The Procuring Entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- e) The Procuring Entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of goods and works.

However, the GoP and the foreign government, or foreign or international financing institutions may agree to waive the foregoing conditions.

13) Bid Prices

13.1 The Bidder shall accomplish the Price Schedule Form as prescribed by the Procuring Entity, which may include the following details:

- a) For Goods offered from within the Philippines:
 - i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv) The price of other (incidental) services, if any, listed in the **BDS**.
- b) For Goods offered from abroad:
 - i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted Delivery 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, listed in the **BDS**.
- c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations.

13.2 The Bidder shall accomplish the appropriate Price Schedule included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project. The Bidder shall fill in rates and prices for all items of the Goods described in the Price Schedule, which shall be presented and computed using up to two (2) decimal places, unless otherwise indicated in the **BDS**.

13.3 If the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, the Price Schedule, shall be considered non-responsive and shall

be automatically disqualified. However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for.

The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

- 13.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

14) Bid Currencies

- 14.1 Prices shall be quoted in the following currencies:

- a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Peso.
- b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the local or tradeable currency/ies accepted by the *Bangko Sentral ng Pilipinas* (BSP), as stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate published in the BSP Daily Reference Exchange Rate Bulletin on the day of the bid opening.

- 14.2 If so allowed in accordance with ITB Clause 14.1, the Procuring Entity, for purposes of bid evaluation and comparing the bid prices, will convert the amounts in various currencies in which the bid price is expressed to Philippine Peso at the foregoing exchange rates.

- 14.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

15) Bid Validity

- 15.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

- 15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their Bid Security.

16) Bid Security

- 16.1 The Bidder shall at its option, submit a Bid Security in the form and amount as stated in the **BDS**, which may include the following:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
a) Cash or cashier's or manager's check issued by a bank. <i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Two Percent (2%)
b) Bank draft/guarantee or irrevocable LoC issued by a bank: Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank. <i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five Percent (5%)
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five Percent (5%)
d) Bid Securing Declaration	Not Applicable

The Bid Security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

- 16.2 The Bid Security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable Bid Security shall be considered as non-responsive and rejected by the Procuring Entity.
- 16.3 In no case shall the Bid Security be returned later than the expiration of the bid validity period indicated in the **BDS**, unless it has been extended. In case the Bidder is required to extend its bid validity, the Bidder may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement of its Bid Security; Provided, that the option to substitute is indicated in the **BDS**.
- 16.4 Upon signing and execution of the contract pursuant to ITB Clause 30, and the posting of the performance security pursuant to ITB Clause 31, the Bid Security

of the successful Bidder will be discharged, but in no case later than its validity period as indicated in the ITB Clause 16.2.

16.5 The Bid Security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR.

a) if a Bidder:

- i) Withdraws its bid during the period of bid validity specified in ITB Clause 15;
- ii) Does not accept the correction of errors pursuant to ITB Clause 26.5(b) (arithmetical error);
- iii) Has a finding against the veracity of any of the documents submitted as stated in ITB Clause 27.2;
- iv) Submits eligibility requirements containing false information or falsified documents;
- v) Submits bids that contain false information or falsified documents, or the concealment of such information in the bids to influence the outcome of eligibility screening or any other stage of the public bidding;
- vi) Allows the use of one's name, or uses the name of another for purposes of public bidding;
- vii) Refuses to accept an award or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated Responsive Bid (LCRB), Most Economically Advantageous Responsive Bid (MEARB), or Most Advantageous Responsive Bid (MARB);
- viii) Refuses or fails to post the required performance security within the prescribed time;
- ix) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- x) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor; or
- xi) Commits other acts that tend to defeat the purpose of the competitive bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching and Limited Source Bidding, such as but not limited to habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

b) If a winning Bidder:

- i) Fails to sign the contract in accordance with ITB Clause 30;

- ii) Fails to furnish performance security in accordance with ITB Clause 31; or
- iii) Fails to enter into joint venture after the bid is declared successful, in the case of potential JV partners.

17) Format and Signing of Bids

- 17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Philippine Bidding Document Related Forms on or before the deadline specified in ITB Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 17.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.
- 17.3 Each and every page of the Bid Form, including the Price Schedule, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 17.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

18) Sealing and Marking of Bids

- 18.1 Bidders shall enclose their technical documents described in ITB Clause 12 in one sealed envelope marked "TECHNICAL COMPONENT", and the financial component in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID".
- 18.2 The Bid as indicated in the Bidding Documents shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 18.3 All envelopes shall:
 - a) contain the name of the contract to be bid in capital letters;
 - b) bear the name and address of the Bidder in capital letters;
 - c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;
 - d) bear the specific identification of this bidding process indicated in the ITB Clause 1.1; and
 - e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 19.
- 18.4 For manually submitted bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, That the Bidder or its duly authorized representative shall acknowledge such

condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

19) Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address indicated in the Invitation to bid, or through the e-bidding facility of the PhilGEPS on or before the date and time indicated in the **BDS**.

20) Late Bids

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Bidder's name, its representative, and the time the late bid was submitted.

21) Modification and Withdrawal of Bids

21.1 Bidders may modify their bids before the deadline for the submission and receipt of bids.

- a) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, marked as a "modification," thereof, and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- b) For online submission of bids, the Bidders shall not be allowed to retrieve their original Bid, but shall only be allowed to submit the bid modification, send another Bid equally secured, properly identified labelled as a "modification" of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Bidders may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Bidders may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Bidders that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by

the Bidder in the Financial Bid Form. Withdrawal of bid during this interval shall result in the forfeiture of the Bidder's Bid Security pursuant to ITB Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009, and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.

- 21.4 Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to an offer made by a Bidder in addition or as a substitute to its original bid, which may be included as part of its original bid or submitted separately. A bid with options shall likewise be considered an Alternative Bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 21.5 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil, and administrative penalties that may be imposed upon the persons and entities concerned.

22) Opening and Preliminary Examination of Bids

- 22.1 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the submitted Bids and reschedule the opening of Bids on the next working day or at the soonest possible time, through the issuance of a notice of postponement to be posted on the PhilGEPS website and the website of the Procuring Entity concerned.
- 22.2 The manner of opening of the bids for Goods shall depend on the award criterion to be adopted as follows:
 - a) For LCRB and MEARB, the BAC shall open the technical and financial proposals on the same day; and
 - b) For MARB, only the technical proposals shall be opened on the same day while the financial proposals shall remain unopened and shall be kept securely by the BAC until the specified time of their opening as indicated in the **BDS**. Only the financial proposals of the Bidders who have met the highest technical score for Most Advantageous Bid (MAB) shall be opened.
- 22.3 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 22.4 The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids, as read, and the minutes of the bid opening shall be made available to the public, upon written request and payment of a specified fee to recover the cost of materials.

- 22.5 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat, shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The said notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

23) Process to be Confidential

- 23.1 Members of the BAC, its staff and personnel, Secretariat, and TWG, as well as Observers, are prohibited from making or accepting any communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in ITB Clause 24.
- 23.2 Any effort by a Bidder to influence the Procuring Entity in its decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the bid.

24) Clarification of Bids

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

25) Domestic Preference

- 25.1 The Procuring Entity shall give priority and preference to Philippine products and services. The preference and priority for Philippine products shall be guaranteed at all levels of the procurement process, including raw materials, ingredients, supplies, or fixtures.
- 25.2 For a period of ten (10) years from the effectivity of RA No. 11981 or the "*Tatak Pinoy* (Proudly Filipino) Act," and for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy, the Procuring Entity is mandated to award the contract to the domestic Bidder for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy (TPS).

Domestic Bidder, for purposes of this provision, refers to any person or entity offering unmanufactured articles, materials, or supplies grown or produced in the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies that are or will be produced or manufactured in the Philippines, as the case may be.

- 25.3 After the said ten-year period, the domestic preference shall be subject to a margin of preference to be determined by the *Tatak Pinoy* Council which shall not be lower than fifteen percent (15%).

- 25.4 For products and services governed by the TPS, the domestic preference in procurement shall be in accordance with the IRR or guidelines issued for the *Tatak Pinoy Act*.
- 25.5 The Procuring Entity shall award the Project to the domestic Bidder if the bid is not more than twenty-five percent (25%) in excess of the lowest foreign bid. The margin of preference provided herein shall be subject to periodic review and adjustment by the GPPB, as may be necessary.
- 25.6 A Domestic Bidder can only claim preference if it secures from the appropriate agency a certification that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.
- 25.7 The preference herein established may be waived should any of the following conditions be present as provided in the **BDS**:
- a) Where domestic production is insufficient or unavailable in the required commercial quantities;
 - b) Where the specific or desired quality is not met;
 - c) Where domestic preference will result in inconsistencies with the Philippines' obligations under treaty or international or executive agreements; or
 - d) Other analogous circumstances.

26) Detailed Evaluation and Comparison of Bids

- 26.1 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Price Schedule.
- 26.2 The Procuring Entity will undertake the detailed evaluation and comparison of the bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 22, to determine the Lowest Calculated Bid (LCB), Most Economically Advantageous Bid (MEAB), and MAB.
- 26.3 The award criterion shall be determined as follows:
- a) For LCB
 - i) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - ii) The ranking of the total bid prices as so calculated from the lowest to the highest, where the bid with the lowest price shall be identified as the LCB.
 - b) For MEAB, the BAC shall evaluate the quality and price proposals to determine the Most Economically Advantageous Bid (MEAB) using the following steps:
 - i) The quality proposal together with the price proposal shall be considered in the evaluation of bids. The quality proposals shall be

evaluated first using the criteria in the **BDS**. The price proposals of the bids that meet the minimum quality score shall then be opened.

- ii) The price and quality proposals shall be given corresponding weights with the price proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the quality criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the price proposal shall be equal to one hundred percent (100%).
 - iii) To further promote green public procurement, the sustainability of products, or materials with green specifications shall be given greater weight in the evaluation of bids. As approved by the BAC, the exact weights shall be indicated in the **BDS**. The BAC shall rank the Bidders in descending order based on the combined numerical ratings of their quality and price proposals. The Bidder with the best overall score using the quality-price ratio shall be referred to as the MEAB.
 - iv) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.
- c) For MAB
- i) BAC shall evaluate the quality proposals to determine the MAB using the quality components. The quality components shall be assessed on the basis of the criteria with corresponding numerical weights indicated in the **BDS** to determine the Bidder with the highest technical rating.
 - ii) The second bid envelope of the Bidder obtaining the highest technical rating shall be opened. If the financial proposal is equal to or lower than the ABC, the bid shall be accepted and determined as the MAB; otherwise, the same shall be rejected and the Bidder will be disqualified.

26.4 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

26.5 The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:

- a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the **BDS**, shall be considered non-responsive and, thus, automatically disqualified.

However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for; and

- b) Arithmetical corrections. The BAC shall apply arithmetical corrections on computational errors and omissions to enable proper comparison of all eligible bids. Bid corrections may also be considered if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 26.6 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the LCB, MEAB, or MAB. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 26.7 The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties, whichever is applicable, as itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 26.8 If so indicated pursuant to ITB Clause 1.2, bids may be submitted for individual lots or for any combination thereof, provided that all bids and combinations of bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 26.5.
- 26.9 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

27) Post-Qualification

- 27.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the LCB, MEAB, or MAB as the case may be, complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12.1, and 12.2. The Bidder, within five (5) calendar days from receipt of notice from the BAC that it submitted the LCB, MEAB, or MAB shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.
- 27.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award; Provided, That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security.

- 27.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12.1 and 12.2, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 27.4 If the BAC determines that the Bidder with the LCB, MEAB, or MAB fails to meet the post-qualification criteria, it shall immediately notify the said Bidder in writing of its post-disqualification and the grounds for such determination.
- 27.5 Immediately after the BAC has notified the first Bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the Bidder with the second LCB, MEAB, or MAB. If the second Bidder passes the post-qualification and the request for reconsideration of the first Bidder has been denied, the second Bidder shall be post-qualified as the Bidder with the LCB, MEAB, or MAB.
- 27.6 If the second Bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Bidder with the next LCB, MEAB, or MAB and so on, until the LCRB, MEARB, MARB, as the case may be, is determined for award, subject to the procedure of Notice and Execution of Award.
- 27.7 If the BAC determines that the Bidder with the LCB, MEAB, or MAB passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, MEARB, MARB, Single Calculated Responsive Bid (SCRB), Single Economically Advantageous Responsive Bid (SEARB), or Single Advantageous Bid (SARB).
- 27.8 Within a period not exceeding ten (10) calendar days from the determination and declaration through a resolution by the BAC of the LCRB, MEARB, MARB, SCRБ, SEARB, or SARB, as the case may be, and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.
- 27.9 In case of approval, the HoPE or its duly authorized representative shall immediately issue the Notice of Award to the Bidder with the LCRB, MEARB, MARB, SCRБ, SEARB, or SARB, as the case may be.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the Bidder.

28) Reservation Clause

- 28.1 Notwithstanding the eligibility or post-qualification of a Bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

- a) If it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements.
 - b) Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will adversely affect its capability to undertake the Project so that it no longer meets the prescribed eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and disqualify it from participating further in the bidding process or being awarded the contract.
- 28.2 Based on any of the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies, or tends to restrict, suppress or nullify competition or influences or tends to influence the bidding process;
 - b) If the BAC is found to have failed in complying with the applicable law or in following the prescribed bidding procedures; or
 - c) If there are any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) the physical and economic conditions have significantly changed so as to render the Project no longer economically, financially, or technically feasible as determined by the HoPE; (ii) the Project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the Project has been withheld or reduced through no fault of the Procuring Entity.

F. Award of Contract

29) Contract Award

- 29.1 Subject to ITB Clause 27, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, MEARB, MARB, SCRIB, SEARB, or SARB, as the case may be.
- 29.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB, MEARB, MARB, SCRIB, SEARB, or SARB, as applicable and submitted personally or sent by registered mail or electronically to the Procuring Entity.

- 29.3 Within ten (10) calendar days from receipt by the winning Bidder of the Notice of Award, the following conditions should be complied with before the contract may be awarded:
- a) Submission of the following documents:
 - i) Valid JVA, if applicable; or
 - ii) The SEC Certificate of Registration of the foreign corporation, if applicable.
 - b) Posting of the performance security in accordance with ITB Clause 31; and
 - c) Signing of the contract as provided in ITB Clause 30.
- 29.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

30) Signing of the Contract

- 30.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall (i) post the required performance security, sign and date the contract, and return it to the Procuring Entity.
- 30.2 The Procuring Entity shall enter into a contract with the successful Bidder within the same ten (10) calendar day period, provided that all the documentary requirements are complied with.
- 30.3 The following documents shall form part of the contract:
- a) Contract Agreement;
 - b) Bidding Documents;
 - c) Winning Bidder's bid, including the technical and financial proposals, and all other documents/statements submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - d) Performance Security;
 - e) Notice of Award of Contract; and
 - f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

31) Performance Security

- 31.1 To guarantee the faithful performance of its obligations under the contract, the winning Bidder shall post a performance security prior to the signing of the contract. Furthermore, the successful Bidder shall be required to update the performance security posted before the issuance of an amendment to order if any.

- 31.2 Sectors enumerated under Section 76.1 of the IRR may be allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS**.
- 31.3 The performance security shall be in any form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the ABC in accordance with the following price schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
a. Cash or Cashier's or Manager's check issued by a bank. <i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
b. Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.	
ii. Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)

- 31.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

32) Notice to Proceed

The Procuring Entity shall issue the Notice to Proceed to the winning Bidder not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

33) Protest Mechanism

Decisions of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is Social Security System (SSS)</p> <p>The Project title is Secure Access Service Edge (SASE) Managed Services.</p> <p>The identification number of the Contract is ITB-NGPA-SSS-GOODS-2026-013.</p>
1.2	Not Applicable
2	<p>The Funding Source is:</p> <p style="padding-left: 40px;">2.1 The GoP through the source of funding as indicated below for CY2026 in the amount of ₱237,550,000.00</p> <p style="padding-left: 40px;">2.2 The source of funding is: SSS 2026 Corporate Operating Budget</p>
3.1	No further instructions.
5.2	Foreign Bidders may participate in this Project as <i>mentioned in the ITB.</i>
5.4	<p>Bidders should have completed, within a period of five (5) years from the date of submission and receipt of bids, any of the following:</p> <p>a. A Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC; or</p> <p>b. A combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, to wit:</p> <p style="padding-left: 40px;">i. The bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and</p> <p style="padding-left: 40px;">ii. The bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.</p>
5.5	For this purpose, contracts similar to the Project shall be Managed Services of Network Connectivity or Managed Services of Cybersecurity.
7	No further instructions.
8.1	Subcontracting is allowed.
8.4	Not Applicable.
9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on 18 February 2026 (Wednesday), 2:00p.m. at <i>Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City</i> and through video-conferencing/webcasting via <i>Microsoft Teams.</i></p>

10.1	The Procuring Entity's address is: <i>Social Security System East Ave., Diliman, Quezon City Tel. Nos. (632) 8922-1070; 8709-7198 local 3424/3420 Email – bac@sss.gov.ph</i>						
12.4	The ABC is ₱ 237,550,000.00. Any bid with a financial component exceeding the amount shall not be accepted.						
13.1(a)(iv)	No incidental services are required.						
13.1(b)(i)	The price of the Goods shall be quoted DDP.						
13.1(b)(ii)	No incidental services are required.						
13.2	No further instructions.						
14.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Peso.						
14.3	Not applicable.						
15.1	Bids will be valid for <i>One Hundred Twenty (120)</i> calendar days from bid opening.						
16.1	The Bid Security shall be in the form of a Bid Securing Declaration or any of the following: <table border="1" data-bbox="422 1249 1353 1644"> <thead> <tr> <th>Form of Bid Security</th> <th>Amount of Bid Security (Not less than the Percentage of the ABC)</th> </tr> </thead> <tbody> <tr> <td>Cash or cashier's/manager's check issued by a Universal or Commercial Bank</td> <td>Two percent (2%) or ₱4,751,000.00</td> </tr> <tr> <td>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td>Five percent (5%) or ₱11,877,500.00</td> </tr> </tbody> </table>	Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)	Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Two percent (2%) or ₱4,751,000.00	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%) or ₱11,877,500.00
Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)						
Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Two percent (2%) or ₱4,751,000.00						
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%) or ₱11,877,500.00						
16.2	The Bid Security shall be valid until 02 July 2026						
16.3	In case of extension of bid validity and bid security validity period, Substitution of the bid security form is allowed. Bid Securing Declaration or any of the following forms may be used: a) Cash or Cashier's or Manager's Check issued by a Bank.						

	b) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.				
19	The address for the submission of Bids is <i>Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City</i> The deadline for the submission of Bids is 04 March 2026 (Wednesday) at 2:00p.m.				
22.1	The place of the bid opening is <i>Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City</i> The date and time of bid opening is on 04 March 2026 (Wednesday) at 2:00p.m.				
22.2(b)	Not Applicable				
25.7	No further instructions.				
26.3(b)(i)	Not applicable.				
26.3(b)(iii)	Not Applicable				
26.3(c)(i)	Not Applicable				
26.5(a)	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.				
26.5(b)	Arithmetical correction is allowed.				
26.6	No further instructions.				
27.1	No additional requirements.				
30.3(f)	No additional requirements.				
31.2	Not applicable				
31.3	The Performance Security shall be in the form stated below: <table border="1" data-bbox="421 1518 1353 1854"> <thead> <tr> <th>Form of Performance Security</th> <th>Amount of Performance Security (Not less than the Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td>Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security</td> <td>Thirty Percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security	Thirty Percent (30%)
Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)				
Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security	Thirty Percent (30%)				

Section IV. General Conditions of Contract

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1) General Terms

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

- a) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- b) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- c) The "Funding Source" means the organization named in the **SCC**.
- d) "The Project Site" where applicable, means the place or places named in the **SCC**.

2) Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise provided in the **SCC**, the Procuring Entity as well as the Bidders, Contractors, or Suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. Further the Funding Source, as appropriate, will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in ITB Clause 3.1(a).

3) Inspection and Audit by the Funding Source

The Supplier shall allow the Funding Source to inspect its accounts and records related to the performance of its obligations. If the Funding Source requires a separate audit, it shall appoint its auditor and bear the cost thereof.

4) Governing Law and Language

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

5) Notices

- 5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or electronic mail, to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received, as may be applicable.
- 5.2 A Party may change its address upon notice pursuant to the provisions listed in the **SCC**.

6) Scope of Contract

- 6.1 The Goods to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2 This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7) Subcontracting

7.1 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements.

- a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:
- i) The subcontracted portion shall not exceed twenty percent (20%) for Goods, or a different percentage on a per project basis, as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and
 - ii) The subcontracted portion shall be limited to components that are not deemed "significant or material" to the Project, as determined by the Procuring Entity.
- b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;
- c) Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor.

Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;

- d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;
- e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; and

- f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:
 - i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed; and
 - ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs.

8) Procuring Entity's Responsibilities

- 8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity may assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with the Scope of Contract.

9) Prices

- 9.1 For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions.
- 9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, unless there is a change in price resulting from Amendment to Order issued in accordance with **GCC** Clause 28.

10) Advance Payment

- 10.1 For Goods sourced from within the Philippines, advance payments may be made as follows:
 - a) A single advance payment not to exceed fifty percent (50%) of the contract amount shall be allowed for contracts entered into by a Procuring Entity for the following services where the requirement of down payment is a standard industry practice: 1) hotel and restaurant services; 2) use of conference/seminar and exhibit areas; and 3) lease of office space;
 - b) Advance payment not to exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President, shall also be allowed for procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a "State of Calamity" has been declared by appropriate authorities; and
 - c) Upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank, advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within

sixty (60) calendar days from the signing of the contract. The irrevocable LoC or bank guarantee, which must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

- a) Upon Contract Signing: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. PBD Related Forms.
- b) Upon Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- c) Upon Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty-five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

10.3 All progress payments for Goods shall first be charged against the advance payment until the latter has been fully exhausted.

11) Payment

11.1 Payments shall be made only upon a certification by the HoPE that the Goods have been delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President, no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under the Contract.

11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services rendered, and by documents submitted pursuant to the SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract;

11.3 Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.

11.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;

11.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

12) Taxes and Duties

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

13) Performance Security

13.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity, but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clauses 31.2 and 31.3.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance, subject to the following conditions:

- a) There are no pending claims against the Supplier or the Surety Company filed by the Procuring Entity;
- b) The Supplier has no pending claims for labor and materials filed against it; and
- c) Other terms specified in the **SCC**.

13.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction in contract value, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14) Use of Contract Documents and Information

14.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose this Contract or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, except for purposes of performing the obligations therein. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Other than this Contract, any document enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity. All copies shall be returned to the Procuring Entity upon completion of the Supplier's performance under this Contract, if so required by the Procuring Entity.

15) Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications. When no applicable standard is mentioned, the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

16) Inspection and Tests

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity, other than that specified under Item 16.3 below. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no cost to the Procuring Entity. The Supplier shall provide the Procuring Entity with the results of such inspections and tests.

16.3 The Procuring Entity or its designated representative shall be allowed to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity shall reject the Goods or any part thereof that fail any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity. Upon giving due notice to the Supplier pursuant to **GCC** Clause 5, the test and/or inspection may be repeated by the Procuring Entity, at no additional cost.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative to the said test and/or inspection, shall release the Supplier from any warranties or other obligations under this Contract.

17) Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and with all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 17.3 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the **SCC**. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:
- a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or
 - b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or
 - c) Other such amount, if so specified in the **SCC**.
- 17.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the **SCC**, or in case of Expendable Supplies, after the consumption thereof; Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.
- 17.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense, and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and other applicable laws.

18) Delays in the Supplier's Performance

- 18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2 If at any time during the performance of this Contract, the Supplier encounters conditions that may impede the timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 23, the Procuring Entity shall evaluate the situation and, if warranted, extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3 Except as provided under **GCC** Clause 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

19) Liquidated Damages

- 19.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed

goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

- 19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
- 19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

20) Settlement of Disputes

- 20.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.
- 20.2 In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC**.

- 20.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of ADR which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the other Party, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.5 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

21) Liability of the Supplier

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

22) Termination for Breach of Contract

The Procuring Entity may terminate for breach of contract when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity, pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

23) Termination Due to Force Majeure

- 23.1 For purposes of this Contract, the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean as an event which the Supplier could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other causes the effect/s of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 23.2 The Procuring Entity may terminate this Contract and impose liquidated damages 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, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased.
- 23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure*, provided that the Supplier's delay in performance or other failure to perform its obligations under this Contract is the result of a *force majeure*.
- 23.4 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity, the Supplier shall continue to perform its obligations under the Contract as far as may be practicable, when not prevented by the *force majeure*, and shall seek all reasonable alternative means in the performance of its obligation.

24) Termination for Convenience

- 24.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time, if it has determined the existence of

any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

- a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;
- b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws, and government policies;
- c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or
- d) Any circumstance analogous to the foregoing.

24.2 The Goods that have been performed or are ready to be delivered or performed within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

- a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; or
- b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25) Termination for Unlawful Acts

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

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

26) Procedures for Termination of Contracts

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

- a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own

initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached.

- b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:
- i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;
 - ii) The extent of termination, whether in whole or in part;
 - iii) An instruction to the Supplier, to show cause as to why the contract should not be terminated; and
 - iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

- c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Supplier, fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract.
- d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice.
- e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.
- f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.
- g) **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of RA No. 12009.

- h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery within thirty (30) calendar days after the supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed or ready for delivery, the Procuring Entity may elect:
 - i) To have any portion delivered or performed and paid at the contract terms and prices; or
 - ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

27) Assignment of Rights

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

28) Amendment to Order

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

29) Application

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is Social Security System (SSS) .
1(b)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1(c)	The Funding Source is: <ol style="list-style-type: none"> 1. The GoP through the source of funding as indicated below for 2026 in the amount of ₱237,550,000.00. 2. The source of funding is: SSS 2026 Corporate Operating Budget.
1(d)	The Project Site is <i>SSS Main Office, East Avenue Diliman, Quezon City</i> .
2	No further instructions.
5.1	The Procuring Entity's address for Notices is: SSS Main Building, East Avenue, Diliman, Quezon City The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i> .
5.2	No further instructions.
6.2	<p><i>General Requirements – Scope of Work</i></p> <ol style="list-style-type: none"> 1. MIGRATION <p><i>Migration from Traditional Wide Area Network to SASE SD-WAN Infrastructure.</i></p> 2. PROJECT MANAGEMENT, DELIVERY AND INSTALLATION <ol style="list-style-type: none"> 2.1 <i>Deliver, install, and configure SASE edge devices, connectivity equipment, and necessary accessories to all 192 SSS sites listed in Annex A.</i> 2.2 <i>Coordinate with SSS for delivery schedules, site readiness, and implementation activities.</i> 2.3 <i>Conduct the initial project kick-off.</i> 2.4 <i>Create the project team for SSS and the winning bidder.</i> 2.5 <i>Conduct a two-day (2) project planning workshop at no cost to SSS.</i> 2.6 <i>Conduct network assessment and site readiness validation for all covered branches.</i> 2.7 <i>Design the SASE architecture integrating SD-WAN, security, and cloud service management.</i> 2.8 <i>Formulate the SASE SD-WAN Project Implementation Plan.</i> 2.9 <i>Prepare, present, and sign off the Scope of Work (SOW) with SSS.</i> 2.10 <i>Conduct the final project kick-off.</i>

- 2.11 *Configure the SASE solution to interconnect branch sites, Main Office, and DR Site through high-availability and optimized connections.*
- 2.12 *Implement traffic prioritization, bandwidth management, and failover policies to maintain consistent service availability.*
- 2.13 *Integrate the SASE solution with SSS Active Directory for user-based authentication and Network Monitoring System (NMS) for visibility and reporting.*
- 2.14 *Implement and coordinate project milestones.*
- 2.15 *Conduct weekly project updates.*
- 2.16 *Submit operation and maintenance documentation/manuals.*
- 2.17 *Prepare the Project User Acceptance Test procedures.*
- 2.18 *Prepare the project handover documents.*

3. SECURITY SERVICES

- 3.1 *Deploy Next Generation Firewall features to protect branch-level and core traffic.*
- 3.2 *Enable Intrusion Prevention and Detection Systems (IPS/IDS) for real-time threat identification.*
- 3.3 *Implement Anti-Malware and Anti-Phishing for network protection.*
- 3.4 *Activate Secure Web Gateway (SWG) to enforce web access control, URL filtering, and SSL inspection.*
- 3.5 *Apply Zero Trust Network Access (ZTNA) to ensure authenticated, role-based access to SSS applications.*
- 3.6 *Continuously update the latest threat databases and signatures to maintain maximum protection.*

4. MANAGED CONNECTIVITY AND OPERATIONS

- 4.1 *The proposed SASE solution should provide converged architecture and global cloud Infra managing both networking services and security services as a complete solution.*
- 4.2 *Deliver end-to-end connectivity management through centralized dashboards for network health, link status, and bandwidth utilization.*
- 4.3 *Operate a 24x7 Network Operations Center (NOC) for proactive monitoring, incident response, and fault handling.*
- 4.4 *Provide monthly performance reports, incident summaries, and configuration change logs.*
- 4.5 *Conduct quarterly preventive maintenance to optimize configuration and update system policies.*
- 4.6 *Unlimited requests of Move, Add, Change and Delete of Configuration during the contract period.*

4.7 Conduct annual penetration testing and performed by a 3rd party vendor to all key elements of our service.

5. SERVICE LEVEL REQUIREMENTS

- 5.1 Site Uptime: 99.95% monthly uptime per site (Main, DR, and Branches)
- 5.2 Resolution Time (MTTR): will depend on the severity and will be computed based on the penalty calculation.
- 5.3 SLA Rebate Computation:

The following Penalty Table shall apply to each individual SSS Office/Branch in the event that the required Service Level Agreement (SLA) is not met. Deductions from the Progress Payment shall be computed per affected branch, based on the accumulated service downtime within each quarter.

Computation for Branches

Service Category	Total Downtime per Quarter per Site	Percentage of Payment
>99.95% Availability (Equivalent to 65 minutes of downtime in a quarter per site)	Less than 65 minutes	100%
	66 minutes to 120 minutes	95%
	121 minutes to 180 minutes	90%
	More than 180 minutes	90% plus additional 1% per excess hour (or fraction thereof)

Computation for Main Office and DR Site

Service Category	Total Downtime per Quarter per Site	Percentage of Payment
>99.95% Availability (Equivalent to 65 minutes of downtime in a quarter per site)	Less than 65 minutes	100%
	More than 66 minutes	90% plus additional 1% per excess hour (or fraction thereof)

Important Notes:

- The computation of availability and corresponding penalties shall be performed per SSS Office/Branch, not collectively across all sites.
- Deductions will be applied independently per branch based on that branch's specific service downtime.

- *Any downtime exceeding 3 hours per quarter per branch will incur incremental deductions as stated above.*

5.4 *Escalation Procedures: Must include 3 tiers (Helpdesk, NOC, Engineering)*

5.5 *Reporting & Analytics: Weekly*

5.6 *SLA Compliance Report: Monthly*

5.7 *Network Health & Performance: Monthly*

5.8 *Change Log / Audit Trail: Monthly and upon request*

5.9 *Executive Summary Dashboard: Monthly and quarterly*

5.10 *All reports must be available in any of the following formats Excel, PDF, and web-based dashboard formats depending on SSS requirements.*

6. TRAINING

6.1 *Comprehensive training on configuration and administration of SASE SD-WAN for thirty (30) participants for sixteen (16) hours per participant delivered three (3) separate batches in accordance with schedule set by SSS.*

6.2 *Must be conducted in a standard Training Center – Instructor Led Class-room Type.*

6.3 *Include meals, training materials and certificate of attendance*

7. TECHNICAL SUPPORT REQUIREMENTS

7.1 *The Supplier must have a Twenty-Four (24) x Seven (7) Technical Support*

7.2 *Three (3) Years Hardware, Software and Services Support*

7.3 *Unlimited Phone Consultation*

7.4 *Remote Quarterly Health Checks for all branches with analysis reports and recommendations*

Delivery and Documents

For purposes of this Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

For Goods Supplied from Abroad, state “The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS.” (DAP)

For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered [insert place of destination]. Risk and title will pass from the Supplier to the Procuring

Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents to the Procuring Entity:

- i) Supplier’s invoice showing the goods’ description, quantity, unit price, and total amount;
- ii) Delivery receipt/note, railway receipt, or truck receipt;
- iii) Supplier’s factory inspection report;
- iv) Manufacturer’s and/or Supplier’s warranty certificate;
- v) Certificate of origin (for imported Goods);
- vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and
- viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.

For goods supplied from abroad:

Upon shipment, the Supplier shall immediately communicate and notify the Procuring Entity and the insurance company the full details of the shipment, including Contract Number, description of the goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- i) Supplier’s invoice showing the goods’ description, quantity, unit price, and total amount;
- ii) Negotiable, clean shipped on board bill of lading marked “freight prepaid”, as well as a copy of the non-negotiable bill of lading;
- iii) Supplier’s factory inspection report;
- iv) Manufacturer’s and/or Supplier’s warranty certificate;
- v) Certificate of origin (for imported goods);

- vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- viii) Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *Roman N. Espiso, Acting Head of Network and Communications Department.*

Incidental Services

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

[Select appropriate requirements and delete the rest.]

- a) performance or supervision of onsite assembly and/or startup of the supplied goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

The Contract price for the goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

[Select appropriate requirements and delete the rest]

- a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve

the Supplier of any warranty obligations under this Contract;
and

- b) in the event of termination of production of the spare parts:
 - 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.

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods for a period of *[insert here the time period specified. If not used insert time period of three times the warranty period]*.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *[insert appropriate time period]* months of placing the order.

Packaging

The Supplier shall meet packaging standards for goods in accordance with existing laws and regulations, and as indicated in this Contract to prevent damage or deterioration during transit to their final destination.

The packaging shall be durable enough to withstand rough handling, exposure to extreme temperatures, salt, precipitation, open storage, and other extreme conditions during transit. Packaging case sizes and weights shall consider the remoteness of the goods' final destination and the potential absence of heavy handling facilities at all transit points.

The packaging, labeling, and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in this Contract, including additional requirements, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant Hazardous Chemical classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging, if practical. Otherwise, the packaging list is to be placed outside the secondary packaging.

Insurance

The Supplier shall fully insure the goods supplied under this Contract in a currency, local or tradeable and accepted by the *Bangko Sentral ng Pilipinas* against loss or damage incidental to manufacture, acquisition, transportation, storage, and delivery. The risk and ownership of the goods remain with the Supplier until their final acceptance by the Procuring Entity, unless otherwise specified in this Contract.

Transportation

The Supplier shall arrange and pay for the delivery of the goods, with the cost included in the Contract Price. When required under this Contract to deliver the goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract.

The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price. When required under this Contract to transport the goods to a specified place of destination within the Philippines, defined as the Project Site.

The goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the goods may be shipped using a non-Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their schedules would impede timely delivery or cause delays in the Supplier's performance of this Contract, the period of delay from when the goods were first ready for shipment to the actual date of shipment will be considered *force majeure* in accordance with **GCC** Clause 23.

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 ownership will not be deemed

	<p>transferred to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights</p> <p>The Supplier shall indemnify the Procuring Entity against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof.</p> <p>Data Privacy Act of 2012</p> <p>The bidder and its implementation partner/s, including its personnel who shall be assigned to the project, must comply with the pertinent provisions of Republic Act No. 10173 (Data Privacy Act of 2012), its Implementing Rules and Regulations (IRR), or any subsequent official issuance/guideline on Data Privacy, if applicable.</p>
10.3	<p>The terms of payment shall be as follows:</p> <p>1st payment- The 1st quarter payment shall be made upon the completion and acceptance of 192 sites. Refer to Annex A for the 192 sites.</p> <p>Succeeding payments - Quarterly payments shall be made upon submission and acceptance on Monthly and SLA Compliance reports and certification by NCD the services for the covered billing period were satisfactorily rendered</p> <p>Payment shall be credited to the LANDBANK or DBP or any choice of bank account subject to applicable bank charges of the winning bidder.</p> <p>The payment shall be subject to retention of Withholding Tax and other applicable taxes in accordance with existing Laws and BIR Rules and Regulations, to be remitted directly to the BIR by the SSS</p>
11.4	Not applicable.
11.5	Payment using LoC is not allowed.
13.4(c)	No further instructions.
16.1	<p>The inspections and tests that will be conducted are:</p> <p>PRIOR TO PRODUCT ACCEPTANCE</p> <p>1) Product Delivery Requirements</p> <p>The products and related components shall be delivered, installed, and configured across the one hundred ninety-two (192) SSS sites nationwide, as specified in Annex A – List of Delivery and Installation Sites. The Service Provider shall coordinate with the designated SSS representatives for site scheduling, access arrangements, and acceptance documentation for each location.</p>

	<p>2) Inspection Requirements</p> <p>Initial product inspection shall be conducted by the representatives from Office Services Department (OSD), NCD and Official SSS Authorized Inspectors</p> <p>3) As basis of Project Acceptance, the products shall be delivered, configured and tested by the Supplier.</p> <p>Supplier must therefore ensure that product is ready for performance and acceptance testing within one hundred five days (105) calendar days from Notice to Proceed (NTP).</p> <p>The proposed products shall undergo a performance test for a period of Fifteen (15) calendar days, immediately following the day when the Advise of Complete Installation is submitted by the Supplier.</p> <p>The acceptance testing shall be conducted by the designated representatives of NCD.</p> <p>Immediately upon successful completion of the performance testing, SSS shall notify the bidder in writing of acceptance of the product and authorize payment subject to the usual COA rules and regulations.</p> <p>If acceptance is not achieved within One Twenty (120) calendar days, SSS shall have the option of terminating the contract whether in part or in full or continuing the performance test until successful delivery or performance and accepted by SSS.</p> <p>However, in continuing the performance test, a daily penalty of 1/10 of 1% of the cost of the unperformed portion for every day of delay until actual delivery or performance contract price shall be imposed on the bidder.</p> <p>The SSS' option to terminate the contract shall remain in effect until such time a successful completion of the performance test is attained. However, when the penalty amount has reached 10% of the total contract price, the SSS shall have the option to automatically terminate the contract.</p> <p>Upon cancellation of the contract, SSS will forfeit the performance security and the contract may be awarded to the next bidder with Lowest Calculated and Responsive Bid.</p> <p>In awarding the contract to the bidder with the next Lowest Calculated and Responsive Bid, the forfeited performance security will be applied to the difference in the bid price. If the forfeited performance security is insufficient, the bidder whose bond was forfeited shall shoulder the remaining difference in cost.</p>
17.3	One (1) year after acceptance by the Procuring Entity of the delivered goods.

17.3(c)	Not applicable.
17.4	No further instructions.
17.5	No further instructions.
20.2	Not applicable
21.1	<p>Liability of the Supplier</p> <p>1. CONFIDENTIALITY. Neither party shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the works, any confidential information, acquired from an information holder in connection with the performance of this Contract, unless: (i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law.</p> <p>The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the Agreement.</p> <p>2. MERGER AND CONSOLIDATION. In case of merger, consolidation or change of ownership of the SUPPLIER with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the Agreement.</p> <p>3. FORCE MAJEURE. SUPPLIER shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that SUPPLIER's delay in performance or other failure to perform its obligations under this Agreement is the result of a force majeure.</p> <p>For purposes of this Agreement the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which SUPPLIER could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by SUPPLIER. Such events may include, but not limited to, acts of SSS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>If a force majeure situation arises, SUPPLIER shall promptly notify SSS in writing of such condition and the cause thereof. Unless otherwise directed by SSS in writing, SUPPLIER shall continue to perform its obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.</p>

4. NON-ASSIGNMENT. SUPPLIER shall not assign its rights or obligations under this Agreement, in whole or in part, except with SSS's prior written consent. SUPPLIER shall not subcontract in whole or in part the PROJECT and deliverables subject of this Agreement without the written consent of SSS.
5. WAIVER. Failure by either party to insist upon the other strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.
6. CUMULATIVE REMEDIES. Any and all remedies granted to the parties under the applicable laws and the Contract shall be deemed cumulative and may therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently.
7. NO EMPLOYER-EMPLOYEE RELATIONSHIP. It is expressly and manifestly understood and agreed upon that the employees of SUPPLIER assigned to perform the PROJECT are not employees of SSS. Neither is there an employer-employee relationship between SSS and SUPPLIER.

The Agreement does not create an employer-employee relationship between SSS and the SUPPLIER including its personnel; that the services rendered by the personnel assigned by SUPPLIER to SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such; that its personnel assigned to SSS are not entitled to benefits enjoyed by SSS' officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc.; that these personnel are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of SSS; that they have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of sixty-five (65); and that they possess the education, experience and skills required to perform the job. The SUPPLIER hereby acknowledges that no authority has been given by SSS to hire any person as an employee of the latter. Any instruction given by SSS or any of its personnel to SUPPLIER's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of project performed hereunder. The SUPPLIER shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract.

8. PARTNERSHIP. Nothing in the contract shall constitute a partnership between the parties. No party or its agents or employees shall be deemed to be the agent, employee or representative of any other party.

9. COMPLIANCE WITH SS LAW. SUPPLIER shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated. Should SUPPLIER fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from SUPPLIER's receivables under this Agreement.

Further, prescription does not run against SSS for its failure to demand SS contributions or payments from SUPPLIER. Moreover, SUPPLIER shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.

10. COMPLIANCE WITH LABOR LAWS. SUPPLIER, as employer of the personnel assigned to undertake the PROJECT, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices.

It is agreed further, that prior to the release of any payment by SSS to SUPPLIER, its President or its duly authorized representative, shall submit a sworn statement that all monies due to all its employees assigned to the PROJECT as well as benefits by law and other related labor legislation have been paid by SUPPLIER and that he/she assumed full responsibility thereof.

11. COMPLIANCE WITH TAX LAWS. SUPPLIER shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by SUPPLIER to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.

As required under Executive Order (EO) 398, s. 2005, SUPPLIER shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Agreement. SUPPLIER, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle SSS to suspend or terminate this Agreement.

12. LIQUIDATED DAMAGES. If SUPPLIER fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in the PBD inclusive of duly granted time extensions if any, SSS shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance.

Once the amount of liquidated damages reaches ten percent (10%), SSS may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it.

13. **HOLD FREE and HARMLESS.** SUPPLIER agrees to defend, indemnify, and hold SSS free and harmless from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the implementation of the Agreement. In addition, SUPPLIER agrees to indemnify SSS for any damage as a result of said implementation.

SUPPLIER hereby assumes full responsibility for any injury, including death, loss or damage which may be caused to SSS' employees or property or third person due to SUPPLIER's employees' fault or negligence, and further binds itself to hold SSS free and harmless from any of such injury or damage. SSS shall not be responsible for any injury, loss or damage which SUPPLIER or any of its employees may sustain in the performance of SUPPLIER's obligations under this Agreement.

14. **SETTLEMENT OF DISPUTES.** If any dispute or difference of any kind whatsoever shall arise between SSS and SUPPLIER in connection with or arising out of this Agreement, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If after thirty (30) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either SSS or SUPPLIER may give notice to the other Party of its intention to commence arbitration, in accordance with RA No. 876, otherwise known as the "Arbitration Law" and RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004," in order to settle their disputes.

No arbitration in respect of this matter may be commenced unless such notice is given.

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

15. **VENUE OF ACTIONS.** In the event court action is necessary in order to promote Arbitration, such action shall be filed only before the proper courts of Quezon City, to the exclusion of all other venues.

16. **GOVERNING LAW.** The Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines.

17. **AMENDMENTS.** This Agreement may be amended only in writing and executed by the parties or their duly authorized representatives.

18. **SEPARABILITY.** If any one or more of the provisions contained in the contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and

	<p>effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid illegal or unenforceable term of provision.</p> <p>19. BINDING EFFECT. The Agreement shall be binding upon the Parties hereto, their assignee/s and successor/s-in-interest.</p>
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Section VI. Schedule of Requirements

The delivery schedule, expressed in weeks or months, indicates the required delivery date which shall be understood as the date the Goods are to be delivered to the project site.

Item Number	Description	Quantity	Delivery Schedule
1.	Managed Services, Delivery, Installation and Configuration into Operational State of the Secure Access Service Edge (SASE) Managed Services for Branch Connectivity. Refer to Annex A	192 sites	Within one hundred twenty (120) calendar days upon Notice to Proceed and signed Contract
2.	Training Comprehensive training on the configuration and operation of SASE Solution equipment for thirty (30) participants for sixteen (16) hours per participant, to be delivered three (3) batches.	30 pax	
3.	Documentation System administration, configuration and operations manuals for the SASE Managed Services stored in external storage media in pdf format.	1 set	
4.	Project Implementation Plan Document Detailed implementation plan covering deployment methodology, timelines, milestones, risk management, and resource allocation for the SASE Managed Services for Branch Connectivity.	1 set	Within seven (7) calendar days upon Notice to Proceed and signed Contract
5.	Three (3) Years Secure Access Service Edge (SASE) Managed Services for Branch Connectivity Provision of continuous managed services, monitoring, maintenance, support, and service level management for the deployed SASE solution.		To commence immediately upon project acceptance

Name: _____

Legal capacity: _____

Signature: _____

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

Section VII. Technical Specifications

Technical Specifications

Item	Description	Statement of Compliance	Annexes
<p>Bidders must state “Comply” or “Not Comply” for each specification and provide the corresponding performance parameters for offered equipment. Each response must be supported by a clear documentary support in the bid and properly cross-referenced. Acceptable evidence includes unaltered manufacturer sales brochures, official specification sheets, product samples, independent test results, and similar documents.</p> <p>Claims should be backed by documentary support. If the evidence contradicts the claim, the bid may be rejected. Any false statement—whether in the compliance form or supporting documents—found during evaluation, post-qualification, or contract implementation may be considered fraudulent in accordance with ITB Clause 3.1(a)(ii) and without prejudice to the imposition of appropriate administrative, civil, and criminal penalty in accordance with law.</p>			
	Description	Statement of Compliance	Annexes
<p>The bidder must submit product literatures, brochures and web references indicating compliance with the requirements enumerated below, as referenced in the corresponding Annexes, which should be provided alongside the bid submission. Failure to submit means outright disqualification.</p>			
1	General Requirements		
1.1	Support for hybrid WAN deployment: MPLS, broadband, LTE/5G.		
1.2	Must have networking services including SD-WAN, Zero Trust Network Access and Cloud/WAN Optimization as part of the SASE converged architecture.		
1.3	Must have Security services including NGFW, SWG, IPS/IDS and Anti-Malware as part of the SASE converge architecture.		
1.4	Must have an INLINE single-pass processing software engine that handles all the Enterprise network traffic across the board including routing, optimization, acceleration, decryption, and deep packet inspection processing and decisions, securing both WAN and Internet traffic, whereby processing every single traffic flow through inline scanning engines in parallel.		
1.5	Must have the capability to decrypt all traffic once and the flow’s context is extracted and shared across all the security engines part of Single-pass security stack, the unified policy should be dynamically pulled and associated with the flow, and traffic processing is performed according to this context and policy.		
1.6	Must have Single Pass Scanning should only inspect user traffic once in inline fashion at a Single nearest SASE Point of Presence for all the SASE services including access control (NGFW, SWG), network optimization (SD-WAN, QoS), and threat prevention (IPS/IDS, Anti-Malware).		

Item	Description	Statement of Compliance	Annexes
1.7	The proposed SASE solution should equip its own DevOps, Engineering and Security teams that are responsible for maintaining all aspects of the SASE Cloud Infra. Software enhancements and fixes are applied in the background across all SASE points of presence and infra.		
1.8	Must have single-pane-of-glass management, covering all security and networking services on a unified console.		
1.9	Must have Zero-Trust coverage for all the locations and Enterprise traffic including East-West (WAN), and North-South (Internet).		
1.10	Must have Zero-Trust coverage for all applications including on-premise applications and cloud-native applications hosted in IaaS and SaaS.		
1.11	Must have Zero-Trust coverage for all users including Office employees sitting in Office.		
1.12	Must have Zero-Trust coverage for all devices including all platforms (Windows, MacOS, IOS, Android, Linux) & Servers/Guests.		
2	Local POP (Point of Presence) in-Country with Global Private Backbone		
2.1	Must have cloud-native Infra converges SD-WAN, a global private backbone, a full network security stack, and seamless support for cloud resources and mobile devices. It can optimize traffic flows at the last-mile and middle-mile, achieving dramatic improvements in throughput.		
2.2	Must include full suite of SASE services including access control (NGFW, SWG), network optimization (SD-WAN, QoS), threat prevention (IPS/IDS, Anti-Malware) are hosted and running in Cloud-delivered and Cloud-scalable global Infrastructure.		
2.3	Must have infrastructure (Point of Presence) covering Asia Pacific Region, including New Zealand, India, Indonesia, Philippines, Japan, Korea, Singapore, Taiwan, Malaysia, Thailand, Vietnam, Australia and must have 85+ Points of Presence across the globe.		
2.4	Must have Point of Presence world-wide should have identical capabilities, scalabilities, agility including the full-suite converged services access control (NGFW, SWG), network optimization (SD-WAN, QoS), threat prevention (IPS/IDS, Anti-Malware).		
2.5	The solutions Point of Presence are Edge Computing node involves inline processing data in real time near the data's source with improved response times.		

Item	Description	Statement of Compliance	Annexes
2.6	Must have global Points of Presence should be natively interconnected by a resilient geographically distributed, SLA-backed global private backbone (minimum of 2x Tier-1 IP transit carriers) that provides predictable and consistent network performance in terms of latency and packet loss. The backbone's cloud-native software provides global routing optimization, self-healing capabilities, WAN optimization for maximum end-to-end throughput, and full encryption.		
2.7	Must have global Points of Presence should be connected in a native full-mesh topology. The SASE software calculates multiple routes for each packet to identify the shortest path across the mesh.		
2.8	Must provide Cloud Infra with a 99.999% availability SLA. SLA terms are publicly detailed on the public website. The solution calculates the best routes globally for every packet, over the best performing provider which creates high resiliency in case of a provider degradation or outage.		
2.9	Must publish Cloud Infra (Points of Presence, Services and Management Portal) detailed in the public website. This website should be publicly accessible without login credential required.		
2.10	Must be hosted in an in-country Point of Presence. Traffic is not required to be sent out of the country just for the purpose of using SASE service for Data Sovereignty.		
2.11	Must accommodate traffic growth and withstand various types of flood attacks. To reduce the attack surface, only authorized sites and mobile users can connect and send traffic to the backbone. The solution owns a block of IPs and the external IP addresses of the Points of Presence are protected with specific anti-DDoS measures, such as SYN cookies mechanisms and rate control mechanisms.		
2.12	Must provide all Points of Presence interconnected using fully meshed, encrypted tunnels. The encryption algorithm is minimum AES-256 equivalent and uses restricted symmetric keys (per Point of Presence instance).		
3	SASE Global SD-WAN		
3.1	Must include SD-WAN appliance that can connect physical locations to SASE Cloud, and between edge devices, over any last-mile transport (Internet, MPLS, 4G/LTE and 5G).		

Item	Description	Statement of Compliance	Annexes
3.2	Must support key SD-WAN features including Intelligent Bandwidth Management. Bandwidth usage can be controlled for specific applications.		
3.3	Must support at least 500Mbps of tunnel throughput, at least 4GB system memory, at least 4x GbE RJ45 interfaces and should be certified with FCC and CE for branches with an aggregate bandwidth up to 200 Mbps.		
3.4	Must support at least 1Gbps of tunnel throughput, at least 4GB system memory, at least 4x 2.5GbE RJ4, 2x 10G SFP+, 2x 1GbE Combo Ports (RJ45/SFP) interfaces and should be certified with FCC and CE for branches with an aggregate bandwidth of over 200 Mbps.		
3.5	Must support at least 5Gbps of tunnel throughput, at least 8GB system memory, at least 8x PCIe GbE RJ45, 4x 1GbE/2x1Gb Fiber/2x 10Gb Fiber/4x 10Gb Fiber option through expansion slot module, must have redundant power supply and should be certified with FCC and CE for Main Office and Disaster Recovery Site.		
3.6	Must provide cloud-native infra leveraging global private backbone to optimize SaaS application performance by implementing prioritization, QoS, TCP proxy, and packet loss mitigation techniques.		
3.7	Must provide a Zero Touch Provisioning equivalent SD-WAN appliance deployed at physical locations, which can dynamically connect to the nearest Point of presence across an encrypted tunnel for optimum security and efficiency.		
3.8	Must be able to classify and dynamically route traffic based on application type and real-time link quality (packet loss, latency, utilization) and handles link degradation, "brownouts".		
3.9	Must support key SD-WAN features including Packet Loss Mitigation.		
3.10	Must be able to leverage multiple last-mile links to maximize bandwidth into SASE Cloud. Using active-active, customers can aggregate capacity instead of having idle backup links.		
3.11	Must support blackout protection and brownout mitigation features.		
3.12	Must constantly monitor last-mile link performance and place traffic on the link with the least packet loss. The link quality threshold which triggers WAN link failover (in terms of packet-loss and latency) can be manually defined from centralized SASE portal.		
3.13	Must support TCP Proxy with Advanced Congestion Control.		

Item	Description	Statement of Compliance	Annexes
3.14	Must support Dynamic Point of Presence Selection and Manual Point of Presence Selection.		
3.15	Must support Application Priority (QoS).		
3.16	Must support Application-aware Policy-Based Routing (PBR).		
3.17	Must support Intelligent Bandwidth Management.		
3.18	Must collocate in datacenters directly connected to the Shared Internet Exchange Points of the leading IaaS providers, such as Amazon AWS, Microsoft Azure, and Google Cloud Platform.		
3.19	Must provide assigned IP address ranges, which are associated with the SASE Point of Presence closest to the SaaS application datacenter.		
3.20	Must provide native TCP optimizations built in the Point of Presence that enables Cloud applications to be optimized though manually defining egress points closest to the customer's application instance via the single centralized SASE portal.		
3.21	Must support Identity-aware Policy-Based Routing.		
4	SASE Security as a Service		
4.1	Must have a native DPI engine to process massive amounts of traffic at wire speed, including packet header or payload.		
4.2	Must be able to perform DPI on TLS-encrypted traffic for advanced threat protection services such as anti-malware and IDS/IPS.		
4.3	Must allow users to create rules to selectively apply TLS inspection to a subset of the traffic, such as filtering packets by application, service, domain, or category, or excluding packets from trusted applications or for reasons of regulatory compliance.		
4.4	Must provide NGFW as a service that provides full application awareness, regardless of port, protocol, evasive techniques, or SSL encryption.		
4.5	Must provide NGFW as a service that provides full user awareness (via Active Directory Sync), which enables admins to create contextual security policies by defining and enabling access control to resources based on individual users, groups, or roles.		
4.6	Must provide NGFW as a service that inspects Network traffic flow - security admins can allow or block traffic between organizational entities such as sites, users, hosts, subnets and more.		
4.7	The NGFW service should be also managed by the Single Unified SASE Manage UI/Console.		
4.8	Must provide SWG for admins to monitor, control and block access to websites based on		

Item	Description	Statement of Compliance	Annexes
	predefined and/or customized categories. Admins can configure access rules based on URL categories.		
4.9	Must provide SWG for security admins to set allow or block rules between network entities such as sites, individual users, subnets, and more to various applications, services and websites.		
4.10	Must provide Content Filtering / URL Filtering part of SWG. Out of the box, the SWG provides a predefined policy of dozens of different URL categories including security-oriented categories such as Suspected Spam and Suspected Malware.		
4.11	Must allow customizing the Block/Prompt Page with messaging and branding that is consistent with the organization's security policy. For example: 1.) Adding a Custom Logo. 2.) Localizing the Page to a Different Language.		
4.12	The SASE SWG service must be managed by the Single Unified SASE Manage UI/Console.		
4.13	Must provide anti-malware protection (East to West and North to South) which can inspect both WAN and Internet traffic (i.e. files) for malware hunting.		
4.14	Must provide anti-malware protection that protects against malware threats not only based on known file signatures and from a heuristic analysis but also based on machine learning malware detection technology and uses predictive models to classify files as benign, suspicious, or malicious.		
4.15	Must provide anti-malware protection in Inline fashion, without impacting the end user experience.		
4.16	Must provide anti-malware protection which allows admins to configure anti-malware action to either monitor or block.		
4.17	The NG Anti-Malware service must be managed by the Single Unified SASE Manage UI/Console.		
4.18	Must provide Intrusion Prevention System (IPS) should provide threat prevention (East to West and North to South) that inspects inbound and outbound, WAN and Internet traffic, including SSL traffic, at line speed, without impact to the end user experience.		
4.19	Must provide an Intrusion Prevention System (IPS) that can operate in monitor mode (IDS) with no blocking action taking place.		
4.20	Must provide IPS as a service with zero involvement required from the customer including updates, tunes and maintain IPS signatures.		

Item	Description	Statement of Compliance	Annexes
4.21	Must provide Suspicious Activity Monitoring (SAM) feature that expands the IPS service to increase awareness of potential threats on enterprise network and provide visibility for suspicious activities on enterprise network that aren't monitored by standard IPS signatures.		
5	Zero Trust Network Access (ZTNA)		
5.1	Must be able to support Zero Trust Network Access with cloud-native and globally distributed infrastructure that can seamlessly scale to support optimized and secure access to an unlimited number of users worldwide, on any device, and from any location.		
5.2	Must be able to support Zero Trust Network Access and should simplify and speed up the user's experience, so working at home feels just like working from the office.		
5.3	Must be able to support Zero Trust Network Access and should provide VPN Client running on mobile devices, including personal computers, tablets and smartphones for all platforms (Windows, MacOS, IOS, Android, Linux).		
5.4	Must be able to support Zero Trust Network Access and should support both Dynamic Point of Presence Selection and Manual Point of Presence selection for Zero Trust Network Access remote user connectivity.		
5.5	Must be able to support Zero Trust Network Access and should be able to enforce multi-factor authentication and granular application access policies which restrict access to approved applications, be it on-premise or in-the-cloud. The solution should provide flexible ways of Onboarding for mobile Users: 1.) via integration with Active Directory. 2.) through user configuration in the management portal.		
5.6	Must be able to support Zero Trust Network Access and should be able to enforce multi-factor authentication and granular application access policies which restrict access to approved applications including on-premises or Cloud-deliver. User/Device authentication can be done in several ways: 1.) Username and Password. 2.) Multi-factor Authentication (MFA) includes SMS and Authenticator. 3.) Single Sign-on (SSO).		
5.7	Must be able to support Zero Trust Network Access and should be able to enforce only trust devices that match the policy to be connected,		

Item	Description	Statement of Compliance	Annexes
	and all non-trusted devices are NOT allowed to connect to your account.		
5.8	Must be able to support Zero Trust Network Access and should provide fine-grained access control for mobile users. Access can be restricted by applications, Active Directory groups or specific user identity. Organizations can determine the precise resources that can be seen and accessed by the mobile user.		
5.9	Must be able to support Zerto Trust Network Access remote users and by default connect to the closest Point of Presence dynamically regardless of users' Geo-location, with Global private backbone and built-in WAN optimization, ensures optimal performance to each user and application.		
5.10	Must be able to support and should perform all relevant WAN optimizations by the SASE Cloud on traffic from fixed locations should be available for traffic from mobile users.		
5.11	Must able to support Zero Trust Network Access remote users' traffic (East-West and North-South) and should be fully protected by a single-pass advanced security stack including NGFW, secure web gateway (SWG), threat prevention (IPS/IDS, Anti-Malware).		
5.12	Must include a single unified security policy that should follow the same identity and consistent security enforcement is applied without any manual config change required. Regardless of where users go (e.g., office, WFH, airport or cafe).		
5.13	Must be able to support Zero Trust Network Access and should provide a dedicated Zero Trust Network Access Users Dashboard which allow us view and analyze data for remote access behavior of Zero Trust Network Access users.		
6	Single Unified Management for all SASE services.		
6.1	Must include centralized console or portal managing all SASE services like Intrusion Prevention System/Intrusion Detection System, Anti-Malware, Secure Web Gateway, Zero Trust Network Access, SD-WAN, NGFW in the software-defined manner.		
6.2	Must continuously collect networking and security event data for troubleshooting and incident analysis. Data must be kept for up to 6 months for all enterprises.		
6.3	Must provide Event capability like NetFlow analytics.		
6.4	Must allow customers to export event log files for integration with SIEM system or Cloud storage in		

Item	Description	Statement of Compliance	Annexes
	a remote location. The log files are stored in a secure location, and each account is privately separated from other accounts.		
6.5	Must provide audit-trail for all access and actions both on the service portal, providing full visibility to both automated and human activities on the service, identify unauthorized access control attempts, investigate them and respond.		
6.6	Must provide a dedicated Threats Dashboard which allows us to view the malicious and suspicious threat activity in enterprise network identified by the Anti-Malware and IPS engines, including DNS Protection. The screen contains a widget that provides visibility for threat activity including: 1.) General security engine threat summary. 2.) IPS threat summary. 3.) DNS Protection summary. 4.) Anti-Malware summary.		
6.7	Must provide a dedicated MITRE ATT&CK® Dashboard which presents a summary of the attack tactics and techniques identified in enterprise network.		
6.8	Must provide a dedicated Integrations page which shows a catalog of all third-party integrations supported by the vendor and provides a unified interface to manage the API connectors for the account's SaaS application integrations.		
6.9	The Application Catalog must contain general information, compliance, and security data for thousands of apps and services.		
6.10	Must have web categories to easily manage the domains for different types of Internet content, such as Gambling or Hacking.		
6.11	The Threat Catalog must contain security data and general information for the thousands of cyber threats in the security database.		
6.12	Must be able automate data collection and enable a quick and accurate assessment of each application's profile (E.g., application's purpose, publishers' credibility, degree of security or lack thereof, compliance) resulting in an aggregated risk score and present the result and risk score in the portal dashboard.		
6.13	The dashboard must provide a bird's eye view of comprehensive and granular visibility into SaaS application usage including number of total and high-risk applications, list of the highest risk applications, number of users accessing them, distribution by risk, application type, sanctioned vs unsanctioned, as well as type of data transferred to and from SaaS apps and the		

Item	Description	Statement of Compliance	Annexes
	geographic location of SaaS providers' headquarters.		
6.14	The dashboard must be able to provide detailed insight into each application's data consumption, users, geographic distribution, and other metrics for both inbound and outbound traffic (East-West and North-South). Each of the widgets containing this information can be further expanded to provide a deeper drill-down into the data with advanced filtering capabilities		
6.15	Must be able to generate different categories of reports that highlight various aspects of the SASE service (including network, security, applications and user's analytics) that are useful for multiple stakeholders in the organization, from executives to CISO/CIO and IT professionals.		
6.16	The dashboard must be able to help evaluate the configurations and settings in the SASE account and shows how enterprise can comply with best practice recommendations for optimal performance and security.		
6.17	Must support a license model that allows for flexible bandwidth allocation across multiple sites within the same region.		
6.18	Must have a shared bandwidth pool of at least 30.2 Gbps Bandwidth Pool across sites.		
6.19	Must have the necessary license/s for IPS, DNS Security, Anti-Phishing, and Malware Protection.		
7	Compliance Requirements The solution must comply with international standards and certifications		
7.1	SOC 1, SOC 2, and SOC 3		
7.2	PCI-DSS Level 1 Service Provider		
7.3	ISO 27001		
7.4	ISO 27017		
7.5	ISO 27018		
7.6	ISO 27701		
7.7	Cyber Essentials		
7.8	CSA STAR		
7.9	GDPR		
7.10	ISO 14001		
8	BIDDER QUALIFICATIONS		
8.1	Bidder must utilize experienced and trained technical support engineers who are directly employed and supervised by the Bidder in the delivery of the required services and maintenance. The Bidder must have at least		

Item	Description	Statement of Compliance	Annexes
	<p>twenty-five (25) pool of engineers available nationwide to support one hundred ninety-two (192) sites of SSS.</p> <p>Bidder must submit the following documents:</p> <ul style="list-style-type: none"> • List support of personnel • Curriculum Vitae (CV) • Company ID • Certificate of Employment (CoE) 		
8.2	<p>The Bidder must submit certification from the manufacturer of SASE/SD-WAN devices stating that the Bidder is at least an authorized Reseller of the solution.</p>		
8.3	<p>The bidder must have a team that monitors 8x7 and must have IT and Security Expert Certifications below to ensure that the security requirements of the solution are properly implemented and maintained.</p> <p>The team must include at least:</p> <ol style="list-style-type: none"> 1. One (1) Certified Information Systems Security Professional (CISSP) 2. Two (2) ITIL-certified personnel 3. Two (2) certified Incident Handler <p>Bidder must submit the following:</p> <ul style="list-style-type: none"> • Valid certification • Company ID • CV • CoE 		
8.4	<p>The bidder must have at least Five (5) manufacturer-certified engineers for the proposed SASE/SDWAN solution who will be involved in the project.</p> <p>Bidder must submit the following:</p> <ul style="list-style-type: none"> • Valid certification • Company ID • CV • CoE 		
8.5	<p>The bidder must have at least two (2) Cisco Certified Internetwork Expert (CCIE) to lead, oversee, and support the migration of the existing Wide Area Network to the proposed SD-WAN/ SASE infrastructure. The Engineer assigned to lead the installation must have a minimum five (5) years IT experience.</p> <p>Bidder must submit the ff:</p> <ul style="list-style-type: none"> • Valid CCIE certifications 		

Item	Description	Statement of Compliance	Annexes
	<ul style="list-style-type: none"> • Company ID, • CV • Certificate of employment indicating at least five (5) years of tenure 		
8.6	<p>The Bidder must provide one (1) Project Manager and must be an employee of the bidder. The Project Manager must have a Project Management Professional (PMP) Certification. If Project Manager holds a Certified Associate in Project Management (CAPM) certificate, he/she must also have at least five (5) years of experience.</p> <p>Bidder must submit the following:</p> <ul style="list-style-type: none"> • PMP or CAPM certificate • CV • Company ID • CoE 		
8.7	<p>Bidder must designate two (2) experienced Service Delivery Manager/ Engineer with ITIL Certification who will be the point person. Should be employed by the bidder for at least one year prior to the submission and opening of bids</p> <p>Bidder must submit the following:</p> <ul style="list-style-type: none"> • ITIL Certificate • CV • company ID • CoE 		
8.8	<p>Bidder must have a minimum of five (5) years of experience in System Integration or ICT-Related business operations in the Philippines</p> <p>Bidder must submit bidder's certification</p>		
8.9	<p>Bidder must have 24x7x365 local Technology Operation Center (Network Operation Center) system in place to support SSS Managed Services, at least minimum of one year.</p> <p>Bidder must submit notarization certification stating that they have Network & Operation Center system in place.</p>		
8.10	<p>The bidder must have a Business Continuity Plan (BCP) and has been tested for disaster scenarios to ensure service continuity during disruptions.</p> <p>Bidder must submit BCP Certifications</p>		
8.11	<p>The bidder must demonstrate the adherence to the Data Privacy Act of 2012.</p>		

Item	Description	Statement of Compliance	Annexes
	Bidder must submit a copy of valid Certificate of Registration issued by the National Privacy Commission		

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Section VIII. Philippine Bidding Document Related Forms

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Bid Form for Procurement of Goods

[Note: The duly accomplished form shall be submitted with the Bid]

BID FORM

SECURE ACCESS SERVICE EDGE (SASE) MANAGED SERVICES

Project Identification No.: *ITB-NGPA-SSS-GOODS-2026-013*

To: **SOCIAL SECURITY SYSTEM**

East Avenue, Diliman, Quezon City

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project **SECURE ACCESS SERVICE EDGE (SASE) MANAGED SERVICES**;
- b) Select one, delete the other
 - I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
 - I/We offer to execute the Works for this Contract in accordance with the PBD;
- c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*
- d) The discounts offered and the methodology for their application, if any, are: *[insert information]*; or indicate N/A if no discount offered
- e) The total bid price in words and figures, after applying the applicable discount, 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 in the *[Select one, delete the other: the Price Schedules/ Detailed Estimates]*.
- f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;
- g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

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 the Bidder.

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

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

The undersigned is authorized to submit the bid on behalf of [Name of the Bidder] as evidenced by the attached [State the Written Authority].

I/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.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]

[Position/Designation]

[Date]

Price Schedule(s)/ Bid Breakdown

SECURE ACCESS SERVICE EDGE (SASE) MANAGED SERVICES

Name of Bidder _____ Project ID No. ITB-NGPA-SSS-GOODS-2026-013

Cost Component		Quarterly Recurring Charge	Total Three (3) Year Cost	
1	Managed Services, Delivery, Installation and Configuration into Operational State of SASE Managed Services for Branch Connectivity.			
	1	BATASAN HILLS	₱	₱
	2	ALIMALL SO	₱	₱
	3	DEPARO	₱	₱
	4	NORTH CALOOCAN	₱	₱
	5	MALABON	₱	₱
	6	VALENZUELA	₱	₱
	7	MANDALUYONG- SHAW	₱	₱
	8	MARIKINA - MALANDAY	₱	₱
	9	TANAY	₱	₱
	10	TONDO	₱	₱
	11	ALABANG - ZAPOTE	₱	₱
	12	BICUTAN – SUN VALLEY	₱	₱
	13	PARAÑAQUE - TAMBO	₱	₱
	14	TAGUIG - GATE 3	₱	₱
	15	CONGRESSIONAL	₱	₱
	16	EASTWOOD	₱	₱
	17	NAVOTAS	₱	₱
	18	PASO DE BLAS	₱	₱
	19	PASIG - ROSARIO	₱	₱
20	STA. MESA	₱	₱	

Cost Component		Quarterly Recurring Charge	Total Three (3) Year Cost
21	MAKATI - GUADALUPE	₱	₱
22	AGOO	₱	₱
23	BANGUED	₱	₱
24	BONTOC	₱	₱
25	CANDON	₱	₱
26	LA TRINIDAD	₱	₱
27	VIGAN	₱	₱
28	CAUAYAN, ISABELA	₱	₱
29	ILAGAN	₱	₱
30	SOLANO	₱	₱
31	BALER	₱	₱
32	CAMILING	₱	₱
33	IBA	₱	₱
34	MARIVELES - BEPZ	₱	₱
35	SAN CARLOS, PANGASINAN	₱	₱
36	SAN JOSE NE	₱	₱
37	URDANETA	₱	₱
38	DAU	₱	₱
39	MEYCAUAYAN	₱	₱
40	SAN JOSE DEL MONTE	₱	₱
41	STA. MARIA	₱	₱
42	CARMONA	₱	₱
43	INFANTA	₱	₱
44	SANTA ROSA	₱	₱
45	STA. CRUZ	₱	₱
46	BOAC	₱	₱
47	CALAPAN	₱	₱

Cost Component		Quarterly Recurring Charge	Total Three (3) Year Cost
48	LEMERY	₱	₱
49	ODIONGAN	₱	₱
50	SAN JOSE, OCC. MINDORO	₱	₱
51	DAET	₱	₱
52	GOA	₱	₱
53	IRIGA	₱	₱
54	MASBATE	₱	₱
55	SORSOGON	₱	₱
56	TABACO	₱	₱
57	VIRAC	₱	₱
58	SANTIAGO, ISABELA	₱	₱
59	ALAMINOS	₱	₱
60	BALIUAG	₱	₱
61	BOCAUE	₱	₱
62	DASMARIÑAS	₱	₱
63	SAN PEDRO	₱	₱
64	TAGAYTAY	₱	₱
65	BOGO	₱	₱
66	DANAO	₱	₱
67	TALISAY	₱	₱
68	TOLEDO	₱	₱
69	CALBAYOG	₱	₱
70	CATBALOGAN	₱	₱
71	BACOLOD EAST	₱	₱
72	BAGO	₱	₱
73	BAIS	₱	₱
74	DUMAGUETE	₱	₱

Cost Component		Quarterly Recurring Charge	Total Three (3) Year Cost
75	KABANKALAN	₱	₱
76	SAGAY	₱	₱
77	SAN CARLOS	₱	₱
78	VICTORIAS	₱	₱
79	ANTIQUÉ	₱	₱
80	KALIBO	₱	₱
81	ROXAS	₱	₱
82	MAASIN	₱	₱
83	CAMIGUIN SO	₱	₱
84	CDO	₱	₱
85	GINGOOG	₱	₱
86	OROQUIETA	₱	₱
87	SAN FRANCISCO, AGUSAN	₱	₱
88	SURIGAO	₱	₱
89	BISLIG	₱	₱
90	DIGOS	₱	₱
91	MATI	₱	₱
92	PANABO	₱	₱
93	COTABATO	₱	₱
94	KIDAPAWAN	₱	₱
95	KORONADAL	₱	₱
96	TACURONG	₱	₱
97	DIPOLOG	₱	₱
98	IPIL	₱	₱
99	PAGADIAN	₱	₱
100	OZAMIS	₱	₱
101	TANDAG	₱	₱

Cost Component		Quarterly Recurring Charge	Total Three (3) Year Cost
102	VALENCIA	₱	₱
103	DAVAO	₱	₱
104	TORIL	₱	₱
105	KALOOKAN	₱	₱
106	NEW PANADEROS	₱	₱
107	MARIKINA	₱	₱
108	PASIG - MABINI	₱	₱
109	SAN JUAN	₱	₱
110	BINONDO	₱	₱
111	LEGARDA	₱	₱
112	PASAY - TAFT	₱	₱
113	WELCOME	₱	₱
114	ALABANG - MUNTINLUPA	₱	₱
115	MAKATI – CHINO ROCES	₱	₱
116	MAKATI - JP RIZAL	₱	₱
117	PARAÑAQUE	₱	₱
118	TAGUIG	₱	₱
119	CUBAO	₱	₱
120	FAIRVIEW	₱	₱
121	SAN FRANCISCO DEL MONTE	₱	₱
122	ANTIPOLO	₱	₱
123	PASIG – PIONEER	₱	₱
124	MANILA	₱	₱
125	LAS PIÑAS	₱	₱
126	MAKATI - GIL PUYAT	₱	₱
127	BAGUIO	₱	₱
128	LA UNION	₱	₱

Cost Component		Quarterly Recurring Charge	Total Three (3) Year Cost
129	LAOAG	₱	₱
130	BALANGA	₱	₱
131	DAGUPAN	₱	₱
132	TARLAC	₱	₱
133	MALOLOS	₱	₱
134	OLONGAPO	₱	₱
135	PAMPANGA	₱	₱
136	BACOR	₱	₱
137	CALAMBA	₱	₱
138	LUCENA	₱	₱
139	ROSARIO	₱	₱
140	SAN PABLO	₱	₱
141	BATANGAS	₱	₱
142	LIPA	₱	₱
143	PUERTO PRINCESA	₱	₱
144	LEGAZPI	₱	₱
145	NAGA	₱	₱
146	CABANATUAN	₱	₱
147	ANGELES	₱	₱
148	BIÑAN	₱	₱
149	LAPU - LAPU	₱	₱
150	ORMOC	₱	₱
151	TACLOBAN	₱	₱
152	ILOILO - MOLO	₱	₱
153	MANDAUE	₱	₱
154	BUTUAN	₱	₱
155	ILIGAN	₱	₱

Cost Component		Quarterly Recurring Charge	Total Three (3) Year Cost
156	GENERAL SANTOS CITY	₱	₱
157	ZAMBOANGA	₱	₱
158	PASIG PC	₱	₱
159	MAKATI PC	₱	₱
160	TARLAC PC	₱	₱
161	SAN PABLO PC	₱	₱
162	ZAMBOANGA PC	₱	₱
163	CAGAYAN DE ORO PC	₱	₱
164	CEBU PC	₱	₱
165	DAVAO PC	₱	₱
166	NAGA PC	₱	₱
167	LA UNION PC	₱	₱
168	ILOILO PC	₱	₱
169	SARMIENTO	₱	₱
170	DAGUPAN PC EXTENSION OFFICE	₱	₱
171	DILIMAN	₱	₱
172	BACOLOD	₱	₱
173	ILOILO - CENTRAL	₱	₱
174	CAGAYAN DE ORO	₱	₱
175	BAGBAG	₱	₱
176	CEBU	₱	₱
177	DAVAO	₱	₱
178	DR Backhaul	₱	₱
179	Main Office Backhaul	₱	₱
180	CEBU - NRA	₱	₱
181	DMW (POEA)	₱	₱
182	NOVALICHES	₱	₱

Cost Component		Quarterly Recurring Charge	Total Three (3) Year Cost
183	ORTIGAS	₱	₱
184	PASAY - CCP COMPLEX	₱	₱
185	TUGUEGARAO	₱	₱
186	TAGBILARAN	₱	₱
187	TAGUM	₱	₱
188	Diliman PC	₱	₱
189	Jolo	₱	₱
190	Basilan	₱	₱
191	Emergency Office 1 (EASTWOOD)	₱	₱
192	Emergency Office 2 (EASTWOOD)	₱	₱
2	Training for thirty (30) pax	FREE	FREE
3	Documentation: one (1) set	FREE	FREE
4	Project Implementation Plan Document: one (1) set	FREE	FREE
	TOTAL	₱	₱

Note:

1. Any bid exceeding the ABC of **₱ 237,550,000.00** shall not be accepted.
2. All required items/field in the bid breakdown must be filled up. Failure to indicate any of the following shall mean outright disqualification since bid is considered non-responsive.
 - If the item is given for free, indicate dash (-), zero (0) or free
 - If the item is not applicable, indicate N/A
3. Non-compliance with the following requirements shall also be a ground for disqualification:
 - a. All financial documents (Bid Form and Bid Breakdown) shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
 - b. The bid proposal must be inclusive of all applicable taxes, which shall be itemized in the bid form and reflected in the Price Schedule.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT FOR SECURE ACCESS SERVICE EDGE (SASE) MANAGED SERVICES

This CONTRACT executed on the _____ day of _____ 20____ by and between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

[Name of Supplier /Contractor/ Consultant] a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Supplier".

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly *[Brief description of Project]*;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency]*, hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

3. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
4. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:
 - a. Philippine Bidding Document (PBD); *[Select one, delete the others]*
 - *For Procurement of Goods*
 - i. Invitation to Bid;
 - ii. Instruction to Bidders;
 - iii. 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;
 - iv. Bid Data Sheet;
 - v. Schedule of Requirements;
 - vi. Technical Specifications;
 - vii. General and Special Conditions of Contract;

- viii. Supplemental Bid Bulletins, if any; and
 - ix. Other contract documents that may be required by existing laws and/or the Entity.
- *For Procurement of Infrastructure Projects*
 - i. Drawings/Plans;
 - ii. Specifications;/Scope of Work;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract; and
 - v. Supplemental Bid Bulletins, if any;
 - *For Procurement of Consulting Services*
 - i. General and Special Conditions of Contract;
 - ii. Terms of Reference;
 - iii. Request for Expression of Interest;
 - iv. Instructions to Bidders;
 - v. Bid Data Sheet;
 - vi. Addenda and/or Supplemental/Bid Bulletins, if any;
 - vii. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - viii. Eligibility requirements, documents and/or statements;
 - ix. Performance Security;
 - x. Notice of Award of Contract and the Bidder's *conforme* thereto; and
 - xi. Other contract documents that may be required by existing laws and/or the Entity.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;
 - d. Notice of Award of Contract; and the Bidder's *Conforme* thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.
3. In consideration of the Contract Price of [*Contract Price in words and figures*], or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the [*Project Title*] described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
 4. The **SOCIAL SECURITY SYSTEM** agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
 5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the

applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

For the Procuring Entity
Head of the Procuring Entity or Duly
Authorized Representative

For the Bidder
Duly authorized to sign the Contract for and
behalf of *[Bidders Name]*:

[Signature over Printed Name]
[Position/Designation]
[Date]

[Signature over Printed Name]
[Position/Designation]
[Date]

Signed in the presence of:

[Name and Signature]
Witness – Procuring Entity

[Name and Signature]
Witness- Supplier

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of _____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued]*, *[place issued]*
IBP No. __, *[date issued]*, *[place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

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

OMNIBUS SWORN STATEMENT

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

1. *Select one, delete the others:*

- *If sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;
- *If 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]*;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

2. *Select one, delete the others:*

- *If 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 **SECURE ACCESS SERVICE EDGE (SASE) MANAGED SERVICES** of the **SOCIAL SECURITY SYSTEM** as supported by the attached duly notarized Special Power of Attorney” *for authorized representative*];
- *If 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 **SECURE ACCESS SERVICE EDGE (SASE) MANAGED SERVICES** of the **SOCIAL SECURITY SYSTEM**, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 **SECURE ACCESS SERVICE EDGE (SASE) MANAGED SERVICES** of the **SOCIAL SECURITY SYSTEM** as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;

SECURITY SYSTEM, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

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;
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 others:*
 - *If sole proprietorship* : The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If partnership* : The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If cooperative*: The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If corporation, or joint venture*: The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services*: The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management

Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations: [Name of Bidder] declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.*
 - *In case of Foreign Bidders: [Name of Bidder] submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.*
8. *[Name of Bidder] complies with existing labor laws and standards; and*
 9. *[Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:*
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental Bid Bulletin(s) issued for the **SECURE ACCESS SERVICE EDGE (SASE) MANAGED SERVICES**
 10. *[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.*
 11. *In case advance payment was made or given to [Name of Bidder], failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.*

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]

[Position/Designation]

[Date]

JURAT

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

WITNESS MY HAND AND SEAL this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

REPUBLIC OF THE PHILIPPINES]
NAME OF CITY] S.S

SECRETARY'S CERTIFICATE

I, <NAME OF CORPORATE SECRETARY>, of legal age, <Civil Status>, Filipino citizen and with business at <Company Address>, after being duly sworn, hereby depose and state that:

1. I am the Corporate Secretary of < insert COMPANY NAME>, a Corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at < insert Office Address>.
2. As the Corporate Secretary, I have custody and access to the records of the Corporation.
3. I am familiar with the facts herein certified and duly authorized to certify the same.
4. I hereby certify that during a regular meeting of the Board of Directors of the Corporation held on <Date of Meeting>, at which meeting a quorum was present, the following Resolution/s was/were unanimously passed, approved and adopted:

- a) RESOLVED that < insert COMPANY NAME>, authorized and empowered the following to participate in the bidding for the **SECURE ACCESS SERVICE EDGE (SASE) MANAGED SERVICES** of the **SOCIAL SECURITY SYSTEM**:

NAME	POSITION/DESIGNATION	SIGNATURE
------	----------------------	-----------

- 1.
- 2.

- b) RESOLVED FURTHER that, if awarded the Contract, the following is/are granted full power and authority to enter into contract with the **SOCIAL SECURITY SYSTEM**:

NAME	POSITION/DESIGNATION	SIGNATURE
------	----------------------	-----------

- 1.
- 2.

- c) RESOLVED FURTHERMORE that, the designated representative/s of the Corporation has/have the full power to perform any and all acts necessary and/or to represent the Corporation as fully and effectively as the Corporation might do if personally present, and hereby satisfying and confirming all the said representative/s shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___ at <CITY>.

NAME & SIGNATURE of Corporate Secretary

SUBSCRIBE AND SWORN to before me this ___ day of _____ at <CITY>, affiant having exhibited to me his/her <Government Issued ID and details [issued by, date and place issued if applicable]>.

Doc No. _____
Page No. _____
Book No. _____
Series of _____

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION SECURE ACCESS SERVICE EDGE (SASE) MANAGED SERVICES

Project Identification No.: *ITB-NGPA-SSS-GOODS-2026-013*

To: **SOCIAL SECURITY SYSTEM**
East Avenue, Diliman, Quezon City

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;

[Insert paragraph for Unsolicited Offer with Bid Matching]

I/We understand that upon conferment of the original offeror status under Section 30.6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, the offeror shall submit a Bid Securing Declaration within ten (10) days from the receipt of the certificate of conferment;

- 2) Select one, delete the other:

- I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

(For Unsolicited Offer with Bid Matching)

- I/We accept that: I/we will be automatically disqualified from any procurement opportunity of the Procuring Entity for a period of one (1) year on the first offense, two (2) years on the second offense, and perpetually on the third offense 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;

[Insert this paragraph for Unsolicited Offer with Bid Matching]

- b) Upon contract award and the LCRB is not the original offeror; or
- c) I am/we are declared the bidder with the *[Insert Award Criterion¹]* 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]*.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]

[Position/Designation]

[Date]

JURAT

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

WITNESS MY HAND AND SEAL this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

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Series of _____.

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	OWNER'S NAME, ADDRESS, CONTACT NUMBERS AND E-MAIL ADDRESS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	REMARKS (Indicate "With NDA" or "Without NDA")

NOTE: INCLUDING PROJECTS WITH NON-DISCLOSURE AGREEMENT (NDA)

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE
PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC WITH ATTACHED
SUPPORTING DOCUMENTS**

(CERTIFICATE OF FINAL COMPLETION OR ANY PROOF OF COMPLETION)

NAME OF CONTRACT	CONTRACT TERM	AMOUNT OF CONTRACT	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS

NOTE:

1. **SLCC should be projects without Non-Disclosure Agreement (NDA)**
2. **Contract shall be considered complete if the requirements are delivered including warranty/maintenance.**
3. **Certificate of Final Completion or any proof of completion should include statement of satisfactory performance of the bidder.**

Formula in the Computation of NFCC

**SECURE ACCESS SERVICE EDGE (SASE)
MANAGED SERVICES FOR BRANCH CONNECTIVITY**
NAME OF PROJECT

NAME OF COMPANY

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

YEAR	CURRENT ASSETS	CURRENT LIABILITIES
TOTAL		

Value of Outstanding Works under On-going Contracts:

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

Use additional sheet/s, if necessary

FORMULA:

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

P _____
NFCC

Prepared and Submitted by:

Signature over Printed Name

(Name of Bank)

COMMITTED LINE OF CREDIT CERTIFICATE

Date: _____

Social Security System (SSS)
SSS Main Building, East Avenue
Diliman, Quezon City

CONTRACT PROJECT : _____
COMPANY/FIRM : _____
ADDRESS : _____
BANK/FINANCING : _____
INSTITUTION : _____
ADDRESS : _____
AMOUNT : _____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance by the Social Security System.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of Social Security System.

Name and Signature of Authorized Financing Institution Office

Office Designation

Concurred by:

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor) Authorized Representative

Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____
Philippines, Affiant exhibited to me his/her competent Evidence of Identity (as defines by the 2004 Rules
on Notarial Practice _____ issued on _____ at _____, Philippines.

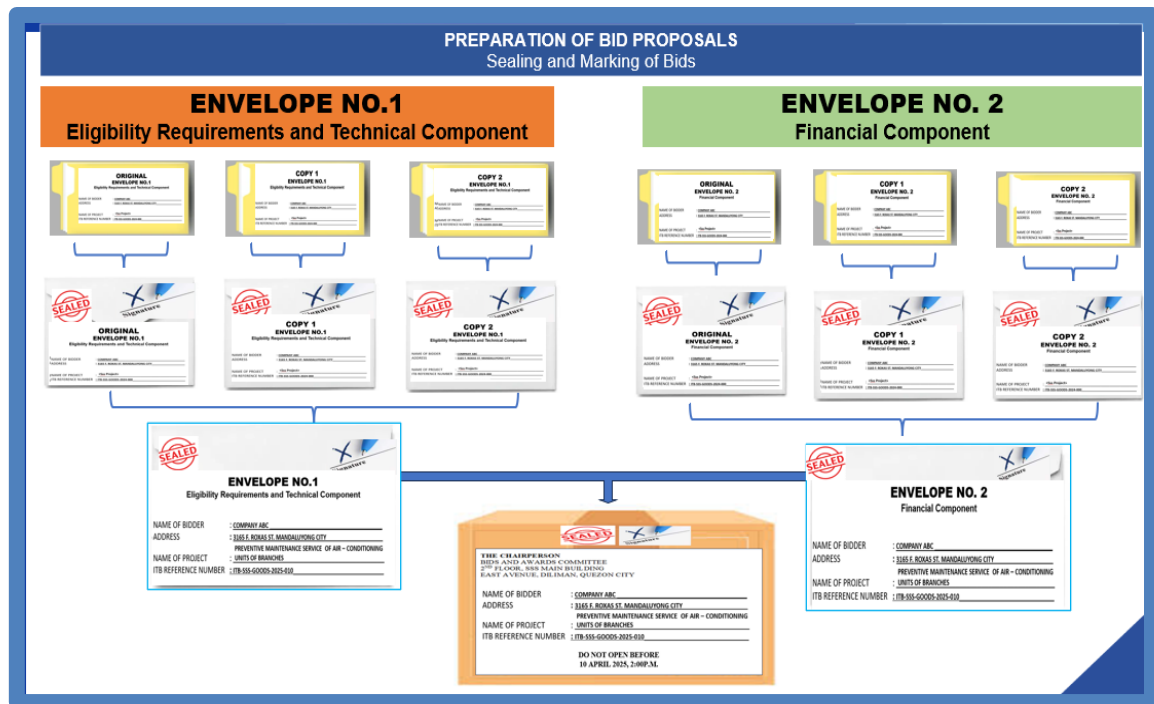
NOTARY PUBLIC

Doc No. : _____
Page No. : _____
Book No. : _____
Series of : _____

(Note: The amount committed should be machine validated in the Certificate itself)

IMPORTANT REMINDERS

- **PREPARATION OF BID PROPOSALS (Sealing and Marking of Bids)**



- Bid documents shall be compiled in a folder/binder with the Annexes properly labeled with tabs/separators.
- Each Bidder is required to submit one (1) original and two (2) duplicate copies (Copy No. 1 and Copy No. 2) of the first (technical and eligibility documents) and second (financial) components of its bid. In the event of any discrepancy between the original and the copies, the original shall prevail.
- Original and the number of copies of the Bid shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
All envelopes shall:
 - bear the name and address of the Bidder in capital letters;
 - contain the name of the contract to be bid in capital letters;
 - bear the specific identification of this bidding process indicated in the IB.
- The bidder shall enclose the original of the technical component described in the Checklist of Technical and Financial Documents in one sealed envelope marked as "ORIGINAL-TECHNICAL COMPONENT". Duplicate copies (Copy 1 and Copy 2) of the technical component shall be similarly sealed duly marking the envelopes as "COPY NO. 1 - TECHNICAL COMPONENT" and "COPY NO. 2- TECHNICAL COMPONENT". These envelopes containing the original and the copies shall then be enclosed in one single envelope marked as "ENVELOPE NO. 1 -TECHNICAL COMPONENT".
- The bidder shall enclose the original of the financial component described in the Checklist of Technical and Financial Documents in one sealed envelope marked as "ORIGINAL-FINANCIAL COMPONENT". Duplicate copies (Copy 1 and Copy 2) of the financial component shall be similarly sealed duly marking the envelopes as "COPY NO. 1 - FINANCIAL COMPONENT" and "COPY NO. 2- FINANCIAL COMPONENT".

COMPONENT". These envelopes containing the original and the copies shall then be enclosed in one single envelope marked as "ENVELOPE NO. 2 -FINANCIAL COMPONENT".

- F. The ENVELOPE NO. 1 -TECHNICAL COMPONENT and ENVELOPE NO. 2 - FINANCIAL COMPONENT shall then be enclosed in one single envelope with the following markings:
- addressed to the Procuring Entity's BAC;
 - bear the name and address of the Bidder in capital letters;
 - contain the name of the contract to be bid in capital letters;
 - bear the specific identification of this bidding process indicated in the IB; and
 - bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with IB.

<p>THE CHAIRPERSON BIDS AND AWARDS COMMITTEE 2ND FLOOR, SSS MAIN BUILDING EAST AVENUE, DILIMAN, QUEZON CITY</p> <p>NAME OF BIDDER : _____ ADDRESS : _____</p> <p>NAME OF PROJECT: _____ ITB REFERENCE NUMBER: _____</p> <p style="text-align: center;">DO NOT OPEN BEFORE (the date and time for the opening of bids)</p>

- G. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.
- H. Each and every page of the **Bid Forms/Price Schedule(s)/Bid Breakdown**, under Section VIII: Checklist of Technical and Financial Documents hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- I. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

ANNEX A

List of SSS Offices/Branches with Corresponding Site Addresses and Bandwidth Allocation

	SITE NAME	SITE ADDRESS	Bandwidth	
			Link 1	Link 2 in Mbps
1	BATASAN HILLS	Diliman Commercial Center Building, Commonwealth Avenue, No. 46 Batasan Hills, Quezon City	100	100
2	ALIMALL SO	Level 2, Ali Mall, Brgy. Socorro, Cubao, Quezon City	100	100
3	DEPARO	NC Jeam Bldg., Susano Rd., Celia Subd., Deparo, Caloocan City	100	100
4	NORTH CALOOCAN	G/F Psalm Plaza Bldg., Bankers Village, Quirino Hi-way Caloocan	100	100
5	MALABON	4/F Malabon Citi Square, Malabon City	100	100
6	VALENZUELA	Puregold Valenzuela Bldg., McArthur Highway, Dalandanan, Valenzuela City	100	100
7	MANDALUYONG-SHAW	500 Shaw Zentrum, Shaw Blvd. corner Laurel St., Mandaluyong City	100	100
8	MARIKINA MALANDAY	-Graceland Plaza, J.P. Rizal Avenue, Barangay Lamuan, Marikina City	100	100
9	TANAY	Km. 54, Manila East Road, Tanay Rizal?	100	100
10	TONDO	ST. Condominium, Masangkay cor. Bambang, Tondo, Manila	100	100
11	ALABANG - ZAPOTE	2nd Flr. Estrellita Center, Alabang-Zapote Road, Alabang, Muntinlupa City	100	100
12	BICUTAN - SUN VALLEY	145 Fto Building Sun Valley Drive Sun Valley City Of Parañaque NCR, Fourth District	100	100
13	PARAÑAQUE TAMBO	-3/F Airport Global Plaza, NAIA Road, Brgy. Tambo, Parañaque City	100	100
14	TAGUIG - GATE 3	Gate 3 Plaza Mall, along Lawton Ave. cor. Juliano Ave. & Chino Roces Ext., Fort AFPVAI, Taguig City	100	100
15	CONGRESSIONAL	2nd Floor, No. 12 Northridge Plaza Building, Congressional Avenue, Barangay bahay Toro, Quezon City	100	100
16	EASTWOOD	ABQ Building, E. Rodriguez Avenue, Bagumbayan, Quezon City	100	100
17	NAVOTAS	Phil. Mariner Bldg. Brgy. North Bay Blvd. South, Navotas City	100	100
18	PASO DE BLAS	Puregold Paso de Blas Mall, NLEX-Valenzuela Exit, Valenzuela City	100	100
19	PASIG - ROSARIO	Alfonso Comercial Complex, 185 Dr. Sixto Antonio Avenue, Brgy. Rosario, Pasig City	100	100
20	STA. MESA	2F J & T Bldg., 3894 R. Magsaysay Blvd., Sta. Mesa, Manila	100	100
21	MAKATI GUADALUPE	-3rd Floor, Guadalupe, Commercial Complex, No. 9 EDSA, Guadalupe, Makati City	100	100
22	AGOO	3rd Floor B & D Bldg., Mc Arthur Highway, San Antonio, Agoo, La Union	100	100

	SITE NAME	SITE ADDRESS	Bandwidth Link 1 & 2 in Mbps	
23	BANGUED	Seares Bldg., Rizal Street, Zone 5 Bangued, Abra	100	100
24	BONTOC	A. Kiat-Ong Bldg., Loc-Ong St., Poblacion, Bontoc	100	100
25	CANDON	San Nicolas, Candon, Ilocos Sur	100	100
26	LA TRINIDAD	GF, Jewel Igorot Bldg., Km. 4, Brgy. Balili, La Trinidad, Benguet?	100	100
27	VIGAN	UNP Town Center, Quirino Blvd., Tamag. Vigan City	100	100
28	CAUAYAN, ISABELA	2nd Floor, Puregold Cauayan, Don Juan Dacanay St., San Fermin, Cauayan City, Isabela	100	100
29	ILAGAN	2/F North Star Mall, Alibagu, Ilagan City, Isabela	100	100
30	SOLANO	Guevardan Bldg., Burgos Street Solano, Nueva Vizcaya	100	100
31	BALER	NE Mall Baler, Brgy. Suklayin, Baler, Aurora	100	100
32	CAMILING	Julian Qui Bldg., Bonifacio St., Camiling, Tarlac	100	100
33	IBA	G/F & 2/F of ACM Building II, National Road, Palanginan, Iba, Zambales	100	100
34	MARIVELES - BEPZ	Basement, AFAB Administration Bldg., FAB, Mariveles, Bataan	100	100
35	SAN CARLOS, PANGASINAN	2F, San Carlos Town Center, Rizal Ave. cor. Zamora St., Brgy. Rizal (Pob.), San Carlos City, Pangasinan	100	100
36	SAN JOSE NE	NE Bodega, San Jose City, Nueva Ecija	100	100
37	URDANETA	3/F Government Center, CB Mall, McArthur Hiway, Nancayasan, Urdaneta City, Pangasinan	100	100
38	DAU	?G/F & 2/F, Puregold Dau Building, McArthur Highway, Dau, Mabalacat City, Pampanga	100	100
39	MEYCAUAYAN	Esperanza Mall Mac Arthur Highway, Calvario, Meycauayan City, Bulacan	100	100
40	SAN JOSE DEL MONTE	Starmall, SJDM, Quirino Highway corner Kaypian Road, Brgy. Kaypian, SJDM, Bulacan?	100	100
41	STA. MARIA	JJ Commercial Bldg, Bypass Road, Brgy Bagbaguin Sta Maria, Bulacan	100	100
42	CARMONA	2/F Remington Plaza, Governor's Drive, Carmona, Cavite	100	100
43	INFANTA	CNV Business Hub 311 Gen. Luna St., Infanta, Quezon	100	100
44	SANTA ROSA	Level 3 Robinsons Mall Sta. Rosa, Old National Highway Tagapo, Laguna, Sta. Rosa	200	100
45	STA. CRUZ	G/F Metro Central Mall, National Road, Brgy, Labuin, Sta. Cruz, Laguna	100	100
46	BOAC	10 De Oktubre St., Brgy. Malusak, Boac, Marinduque	100	100
47	CALAPAN	Aqua Tierra One Bldg., Brgy. Sto. Niño, Calapan, Oriental Mindoro	100	100
48	LEMERY	SM Center Lemery, Ilustre Avenue, Brgy. District IV, Batangas	100	100
49	ODIONGAN	G/F FLH Promenade Suite, JP Laurel St. Sitio Cocoville, Dapawan, Odiongan, Romblon	100	100
50	SAN JOSE, OCC. MINDORO	Magsino Bldg., cor Palma and Sikatuna Sts. San Jose, Occidental Mindoro	100	100

	SITE NAME	SITE ADDRESS	Bandwidth Link 1 & 2 in Mbps	
51	DAET	G/F Ricasio Bldg., Carlos II St., Brgy. 3, Daet, Camarines Norte	100	100
52	GOA	LGU San Jose Partido Municipal bldg, Bgy SA Juan, San Jose Camarines Sur.	100	100
53	IRIGA	Cerillo Bldg., No. 272 National Highway, San Nicolas, Iriga City, Camarines Sur	100	100
54	MASBATE	G/F and 2/F, KLM De Luna Bldg., 30 Mabini St., Masbate City	100	100
55	SORSOGON	Jomil Enterprises Bldg., Quezon St., Polvorista Sorsogon, Sorsogon	100	100
56	TABACO	JSPAPIO Bldg. National Rd., Tagas, Tabaco City	100	100
57	VIRAC	P. Araojo Shopping Arcade, Cavinitan, Virac, Catanduanes	100	100
58	SANTIAGO, ISABELA	Xentro Mall Santiago, Four Lanes St. corner Maharlika Highway, Santiago City, Isabela	100	100
59	ALAMINOS	AMA Building, Marcos Avenue, Barangay Palamis Alaminos, Pangasinan	100	100
60	BALIUAG	AC Building, BS.Aquino Ave., Tangos, Baliuag, Bulacan	100	100
61	BOCAUE	Oro Villas 2, No. 229 McArthur Highway, Brgy. Wakas, Bocaue, Bulacan	100	100
62	DASMARIÑAS	Central Mall, Km. 28, Salitran Road cor. Aguinaldo Highway, Dasmariñas, Cavite	100	100
63	SAN PEDRO	Ground Floor, Oakwood Pines, Acreage Corporation building, San Pedro ST., Davao City	100	100
64	TAGAYTAY	Primark Town Center-Tagaytay, Brgy. Maharlika East, Tagaytay City	100	100
65	BOGO	G/F and 2/F, Osing Bldg., Sim Bogo Business Park., P. Rodriguez St., Bogo City, Cebu	100	100
66	DANAO	City Mall Danao, Oliver Sr. Ext. cor. F. Ralota St., Poblacion, Danao City	100	100
67	TALISAY	Rosalie Bldg. Gaisano Grand Fiesta Mall, Highway, Tabunok, Talisay City, Cebu	100	100
68	TOLEDO	2nd Floor, TE Bldg., Diosdado Macapagal Highway, Sangi, Toledo City, Cebu	100	100
69	CALBAYOG	Rueda St., Brgy. Hamorawon, Calbayog City, Samar 6710	100	100
70	CATBALOGAN	To Chip Bldg., Catbalogan, Samar	100	100
71	BACOLOD EAST	Besca Bldg. Burgos Ave. Extension, Bacolod City?	100	100
72	BAGO	Topbrands Bldg., Rizal St., Bago City	100	100
73	BAIS	Amorganda Bldg., National Highway, Talungon, Bais City, Negros Oriental	100	100
74	DUMAGUETE	MM Kho Bldg., Romero Highway, Bagacay, Dumaguete City, Negros Oriental	100	100
75	KABANKALAN	Zayco Bldg., Repullo Street, Kabankalan City, Negros Occidental	100	100
76	SAGAY	X`Square and Circle's Building, Old Sagay Road, Sagay City, Negros Occidental ? ?	100	100

	SITE NAME	SITE ADDRESS	Bandwidth Link 1 & 2 in Mbps	
77	SAN CARLOS	GF & 2F, BAYANILAJJ Bldg., cor. Broce Azcona St., Brgy. 4, San Carlos City, Negros Occidental	100	100
78	VICTORIAS	Rainbow Mall, Osmeña Ave., Victorias City, Negros Occidental	100	100
79	ANTIQUE	Citi Mall Antique, Gobierno St. Brgy 4, San Jose, Antique	100	100
80	KALIBO	G/F and 2/F, Casa Constancia Bldg., Roxas Ave. Extension, Andagao, Kalibo, Aklan?	100	100
81	ROXAS	?City Mall Roxas Annex Building, Arnaldo Blvd. Roxas City	100	100
82	MAASIN	Saludo Bldg., Kanleon Street, Maasin City, Southern Leyte	100	100
83	CAMIGUIN SO	G/F, Barlaan Bldg., Arana St., Mambajao, Camiguin	100	100
84	CDO	SSS Bldg., Carmen Patag Road, Carmen, Cagayan de Oro City, Misamis Oriental	100	300
85	GINGOOG	G/F, Moreno Building, Doña Graciana St., Brgy. 20, Gingoog City, Misamis Oriental	100	100
86	OROQUIETA	Oroquieta Town Center, Canubay, Oroquieta City	100	100
87	SAN FRANCISCO, AGUSAN	Alexander Bldg., Purok IV, Brgy. Hubang, San Francisco, Agusan del Sur	100	100
88	SURIGAO	Parkway Building., Km. 2 National Highway, Brgy. Luna, Surigao City, Surigao del Norte	100	100
89	BISLIG	Napoles Bldg. Espiritu St. Mangagoy, Bislig City, Surigao del Sur?	100	100
90	DIGOS	FSDL Bldg., Roxas Extension, Digos City, Davao del Sur	100	100
91	MATI	Old NIA Bldg., Panamin, Matiao Road, Mati City, Davao Oriental	100	100
92	PANABO	Door 5 Centino Building, Quezon Blvd., Brgy. Sto. Niño, Panabo City	100	100
93	COTABATO	S.T. Lim Holdings, Inc., Bldg., Makakua St., Cotabato City	100	100
94	KIDAPAWAN	G/F, ROMA Bldg., Quezon Blvd., Kidapawan City, North Cotabato	100	100
95	KORONADAL	2F, Gaisano Grand Mall, Gen. Santos Drive, Brgy. Sto. Niño (Bo. 2), Koronadal City, South Cotabato	100	100
96	TACURONG	Gensan Amicitia Realty Development Corporation Bldg., Lapu-lapu St., Tacurong City	100	100
97	DIPOLOG	Ramos Bldg., Rizal Ave., Dipolog City	100	100
98	IPIL	Chiong Bldg., Poblacion Ipil, Zamboanga Sibugay	100	100
99	PAGADIAN	Ancajas Bldg., Sanson St., San Francisco, Pagadian City, Zamboanga del Sur	100	100
100	OZAMIS	Grandway Building, Don Anselmo Bernard Ave., Ozamis City	100	100
101	TANDAG	Pimentel Bldg., Donasco St., Tandag, Surigao del Sur	100	100
102	VALENCIA	2nd Level (beside Watsons), Robinsons Place Valencia, Brgy. Bagontaas, Valencia City, Bukidnon	100	100

	SITE NAME	SITE ADDRESS	Bandwidth Link 1 & 2 in Mbps	
103	DAVAO	SSS Bldg., J.P. Laurel Ave., Bajada, Davao City	500	500
104	TORIL	Ground Floor, Gaisano Grand Mall-Toril, Saavedra St., Toril, Davao City	100	100
105	KALOOKAN	Forward Group Bldg., 317 EDSA cor. Gen. Malvar Street, Kalookan City	200	200
106	NEW PANADEROS	2nd and 3rd floor, Tuazon Bldg., New Panaderos cor. San Roque St., Mandaluyong City	200	200
107	MARIKINA	3rd floor Xeland by XentroMall Bldg., Gil Fernando Ave., Brgy. Sto. Nino, Marikina City	200	200
108	PASIG - MABINI	One Victoria Plaza, A. Mabini St., Kapasigan, Pasig City	200	200
109	SAN JUAN	Glialcon Villas Bldg., 1 128 F. Blumentritt Street, San Juan City	200	200
110	BINONDO	232 G/F, Padilla Bldg., Juan Luna St., Binondo, Manila	200	200
111	LEGARDA	Cobee Bldg., 2485 Legarda St., Sampaloc, Manila	200	200
112	PASAY - TAFT	ERL Investment Corp. Bldg., 2532 Taft Avenue, Pasay City	200	200
113	WELCOME	España Tower Condominium, España Blvd., cor. Josefina St., Sampaloc, Manila	200	200
114	ALABANG MUNTINLUPA	-Norfil Bldg., 22 National Highway, Putatan, Muntinlupa City.	200	200
115	MAKATI – CHINO ROCES	2F, Makati Central Square, 2130 Chino Roces Ave., Brgy. Pio Del Pilar, Makati City	200	200
116	MAKATI - JP RIZAL	3F KBC Bldg. Chino Roces cor. J.P. Rizal Avenue, Brgy. Olympia, Makati City	200	200
117	PARAÑAQUE	Puregold Supermarket, Dr. A. Santos Avenue, Brgy. San Isidro, Sucat, Parañaque City	200	200
118	TAGUIG	7/F Unit 705 SM Aura Tower, Bonifacio Global City, Taguig City	200	200
119	CUBAO	2nd Floor Puregold Bldg., Aurora Blvd. corner Gen. Santos Ave., Araneta Center, Cubao, Quezon City	200	200
120	FAIRVIEW	GEM Building, Regalado Avenue, North Fairview, Quezon City	200	200
121	SAN FRANCISCO DEL MONTE	The Fishermall Cor. Quezon & Roosevelt Avenue, Quezon City	200	200
122	ANTIPOLO	Camiña Bldg. Circumferential Road cor. M.L. Quezon, Antipolo City	200	200
123	PASIG – PIONEER	2nd Floor, Cromagen Building, 8007 Pioneer St., Pasig City?	200	200
124	MANILA	Zen Tower 2, C-201, 1111 Natividad A. Lopez St., Ermita, Manila	200	200
125	LAS PIÑAS	LGF, SM Southmall, Alabang-Zapote Road, Brgy. Almanza Uno, Las Piñas City	200	200
126	MAKATI - GIL PUYAT	355 ECC Bldg., Gil Puyat Ave., Makati City	200	200
127	BAGUIO	SSS Building, Harrison Road, Baguio City	200	200
128	LA UNION	SSS Bldg., Government Ctr., Sevilla, San Fernando City, La Union	200	200

	SITE NAME	SITE ADDRESS	Bandwidth Link 1 & 2 in Mbps	
129	LAOAG	RT Bueno Bldg., Don E. Ruiz St., Laoag City, Ilocos Norte	200	200
130	BALANGA	G/F. Wong Chun Kar Bldg., Rotary Avenue, Tenejero, Balanga City, Bataan	200	200
131	DAGUPAN	EastGate Plaza, AB Fernandez Avenue Dagupan City, Pangasinan	200	200
132	TARLAC	SSS Bldg., Macabulos Drive, San Vicente, Tarlac City	200	200
133	MALOLOS	Cabanas N-4, Mc Arthur Highway, Malolos City, Bulacan	200	200
134	OLONGAPO	Wung Chun Kar Bldg., 35 Gordon Avenue, Pagasa, Olongapo City, Zambales	200	200
135	PAMPANGA	SSS Building, Barangay Maimpis San Fernando City, Pampanga	200	200
136	BACOOD	Jolly Home Apartelle, Aguinaldo Highway corner Coastal Road Talaba 7, Bacoor City	200	200
137	CALAMBA	SSS Building, National Highway, Parian, Calamba City, Laguna	200	200
138	LUCENA	Lucena Grand Central Terminal Bldg., Diversion Road, Ilayang Dubay, Lucena City	200	200
139	ROSARIO	Abutin Bldg., Tejeros Convention, Rosario Cavite	200	200
140	SAN PABLO	SSS Bldg., Balagtas Blvd. corner M. Paulino St., San Pablo City	200	200
141	BATANGAS	SM City Batangas, Brgy. Pallocan West, Batangas City	200	200
142	LIPA	The Only Place Business Center, Brgy. Marawoy, Lipa City	200	200
143	PUERTO PRINCESA	Ground Floor, Grandway Building, Eastville City Walk, San Pedro, Puerto Princesa City, Palawan	200	200
144	LEGAZPI	Morante Bldg., Imperial Court Subd., Phase II, Legazpi City	200	200
145	NAGA	SSS Bldg., Concepcion, Pequeña, Naga City	200	200
146	CABANATUAN	NE Pacific Shopping Center, Km. 111, Maharlika Highway, Cabanatuan City, Nueva Ecija	200	200
147	ANGELES	Level 3, MarQueue Mall, Francisco G. Nepo Ave., Pulung Maragul, Angeles City	200	200
148	BIÑAN	3rd Level Central Mall Biñan, San Vicente, Biñan, Laguna	200	200
149	LAPU - LAPU	G/F Annex Bldg. Gaisano Mactan Island Mall, Pajo, Lapu-Lapu City, Mactan, Cebu	200	200
150	ORMOC	Yuvallos Bldg., Veloso St., Punta, Ormoc City	200	200
151	TACLOBAN	Caroline Gordiel Building, 103 Lopez-Jaena St., Downtown Tacloban City, Leyte	200	200
152	ILOILO - MOLO	GT Mall Plaza, M.H. Del Pilar, Molo, Iloilo City?	200	200
153	MANDAUE	2nd Floor, Parkmall, Ouano Avenue Mandaue Reclamation Area Mandaue City	200	200
154	BUTUAN	Rudy Tiu Bldg., A.D. Curato St., Butuan City, Agusan del Norte	200	200

	SITE NAME	SITE ADDRESS	Bandwidth Link 1 & 2 in Mbps	
155	ILIGAN	Hing Ramiro Bldg. 2, Ramiro Gateway Hub, Isabel Ramiro St., Tambo Hinaplanon, Iligan City 9200	200	200
156	GENERAL SANTOS CITY	SSS Bldg., Macar Highway Brgy. Labangal, General Santos City	200	200
157	ZAMBOANGA	CityMall Tetuan, Don Alfaro St., Tetuan, Zamboanga City	200	200
158	PASIG PC	5th Floor, Betheland Corporate Centre, Mercedes Ave., Pasig City	200	200
159	MAKATI PC	2/F 6782 SSS Makati Bldg., Ayala Ave. corner V.A.Rufino St., Makati City	200	200
160	TARLAC PC	2nd and 3rd floor of Belfort Bldg., Zamora St., San Roque, Tarlac City	200	200
161	SAN PABLO PC	SSS Bldg., Balagtas Blvd.corner M. Paulino St., San Pablo City	200	200
162	ZAMBOANGA PC	CityMall Tetuan, Don Alfaro St., Tetuan, Zamboanga City	200	200
163	CAGAYAN DE ORO PC	SSS Bldg., Carmen Patag Road, Carmen, Cagayan de Oro City, Misamis Oriental	200	200
164	CEBU PC	SSS Bldg., Brgy. Kalubihan, Osmeña Boulevard, Cebu City	200	200
165	DAVAO PC	SSS Bldg., J.P. Laurel Ave., Bajada, Davao City	200	200
166	NAGA PC	SSS Bldg., Concepcion, Pequeña, Naga City	200	200
167	LA UNION PC	SSS Bldg., Government Ctr., Sevilla, San Fernando City, La Union	200	200
168	ILOILO PC	CityMall Pavia, Old Iloilo - Capiz Rd, Pavia, Iloilo	200	200
169	SARMIENTO	11/F 6782 SSS Makati Bldg., Ayala Ave. corner V.A.Rufino St., Makati City	200	200
170	DAGUPAN PC EXTENSION OFFICE	2/F BHF Plaza, Admin Building, Mayombo, Dagupan City	200	200
171	DILIMAN	Members Assistance Center (MAC) SSS Compound, East Ave., Diliman, Quezon City	300	300
172	BACOLOD	SSS Bldg., Lacson Street, Bacolod City, Negros Occidental?	300	300
173	ILOILO - CENTRAL	CityMall Pavia, Old Iloilo - Capiz Rd, Pavia, Iloilo	300	300
174	CAGAYAN DE ORO	SSS Bldg., Carmen Patag Road, Carmen, Cagayan de Oro City, Misamis Oriental	300	300
175	BAGBAG	NO. 8 BERNARDINO ST. BRGY BAGBAG QUEZON	40	50
176	CEBU	SSS Bldg., Brgy. Kalubihan, Osmeña Boulevard, Cebu City	400	400
177	DAVAO	SSS Bldg., J.P. Laurel Ave., Bajada, Davao City	500	500
178	DR Backhaul	Vitro Clark, Lot 3, Ninoy Aquino Avenue, Clark Freeport Zone, Angeles City, Pampanga	1000	1000
179	Main Office Backhaul	G/F Main Data Center, SSS Head Office, SSS Building, East Avenue, Diliman, Quezon City	1000	1000
180	CEBU - NRA	Level 3, Robinsons Galleria Cebu, General Maxilom Avenue corner Osmeña Blvd, North Reclamation Area, Cebu City?	30	100

	SITE NAME	SITE ADDRESS	Bandwidth Link 1 & 2 in Mbps	
181	DMW (POEA)	Balikmanggagawa Center, POEA Blas F. Ople Building, Ortigas Avenue, Mandaluyong	30	100
182	NOVALICHES	Ground Floor, Robinsons Place Novaliches, Brgy. Pasong Putik 2, Quirino Highway, Novaliches, Quezon City	60	200
183	ORTIGAS	Basement Level 1, Robinsons Galleria, EDSA corner Ortigas Avenue, Quezon City	60	200
184	PASAY - CCP COMPLEX	Tang Dela Rama Corner Zoilo Hilario Street Seascape Village, Ccp Complex Barangay 76 Pasay City Ncr, Fourth District	60	200
185	TUGUEGARAO	Lingkod Pinoy Center, Robinsons Place Tuguegarao, Cagayan	60	200
186	TAGBILARAN	2F Galleria Luisia Bldg., Gov. Celestino Gallares St., Tagbilaran City, Bohol	60	200
187	TAGUM	2nd Level, Gaisano Grand Mall, Apokon Rd., Tagum City, Davao del Norte	60	200
188	Diliman PC	6th Floor of Aurora Milestone Property (proposed)	0	200
189	Jolo	Sulu Masonic Bldg., Bus-Bus St., Jolo, Sulu	100	100
190	Basilan	NFK Bldg., Sunrise Village, Isabela City, Basilan	100	100
191	Emergency Office 1 (EASTWOOD)	31/F, Cyberone Building, Eastwood, Central, Quezon City, Metro Manila, Second District	200	200
192	Emergency Office 2 ((EASTWOOD)	31/F, Cyberone Building, Eastwood, Central, Quezon City, Metro Manila, Second District	200	200

Republic of the Philippines



Government Procurement Policy Board