# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# PROVISION OF NETWORK SERVICES THROUGH MANAGED NETWORK SERVICES PROVIDER FOR THE DSWD FIELD OFFICE V REGIONAL, SUB-REGIONAL OFFICES, AND RESIDENTIAL CARE FACILITIES (March to December 2025)

IB GOP 2025-DSWD-004

Department of Social Welfare and Development Field Office V December 11, 2024

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# Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA -** Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

**PhilGEPS -** Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



# **Field Office V**

#### **INVITATION TO BID FOR**

# PROVISION OF NETWORK SERVICES THROUGH MANAGED NETWORK SERVICES PROVIDER FOR THE DSWD FIELD OFFICE V REGIONAL, SUB-REGIONAL OFFICES, AND RESIDENTIAL CARE FACILITIES (March to December 2025)

- The Department of Social Welfare and Development Field Office V, through the NEP FY 2024 intends to apply the sum of Fifteen Million Five Hundred Thirty-Five Thousand Pesos Only (₱15,535,000.00) being the ABC to payments under the contract for PROVISION OF NETWORK SERVICES THROUGH MANAGED NETWORK SERVICES PROVIDER FOR THE DSWD FIELD OFFICE V REGIONAL, SUB-REGIONAL OFFICES, AND RESIDENTIAL CARE FACILITIES (March to December 2025) /IB GOP 2025-DSWD-004. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **Department of Social Welfare and Development Field Office V** now invites bids for the above Procurement Project. Delivery of the Goods is required within 30 calendar days after receipt of Notice to Proceed. Bidders should have completed, within **two (2) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from **Department of Social Welfare and Development Field Office V** and inspect the Bidding Documents at the address given below during **8:00AM to 4:00PM** (Except Saturdays, Sundays & Holidays).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on December 11, 2024, from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Pesos (₱25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting it in person, or sending it through email.

Bidders may pay through bank deposit or fund transfer to <u>DSWD – Trust Fund DBP Account</u> <u>No. 0-01077-615-4</u>.

6. The **Department of Social Welfare and Development Field Office V** will hold a Pre-Bid Conference<sup>1</sup> on **December 17, 2024**, at **11:00** AM at BAC Conference Room, DSWD FO V, Government Center Site, Rawis, Legazpi City (only one representative per company will be allowed to attend) and through video conferencing via Google Meet, which shall be open to prospective bidders.

- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before **12:00 PM**, **January 06**, **2025**. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on **January 06, 2025, at 1:00 PM** at BAC Conference Room, DSWD FO V, Government Center Site, Rawis, Legazpi City (only one representative per company will be allowed to attend) through video conference via **Google Meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. Meeting links will be available upon request through the official BAC Secretariat email address below.
- 11. The **Department of Social Welfare and Development Field Office V** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

MARIA WYNNA C. QUISMORIO BAC Secretariat DSWD FO V, Government Center Site, Rawis, Legazpi City 4500 Email address: bacsec.fo5@dswd.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: https://fo5.dswd.gov.ph/procurement-opportunities/philgeps2025/

December 11, 2024

(SGD.) <u>CLAUDIO A. VILLAREAL</u> BAC Chairperson Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development Field Office** V wishes to receive Bids for the **PROVISION OF NETWORK SERVICES THROUGH MANAGED NETWORK SERVICES PROVIDER FOR THE DSWD FIELD OFFICE V REGIONAL, SUB-REGIONAL OFFICES, AND RESIDENTIAL CARE FACILITIES**, with identification number **IB GOP 2025-DSWD-004**.

The Procurement Project (referred to herein as "Project") is composed of **One (1) Lot**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2025 in the amount of Fifteen Million Five Hundred Thirty-Five Thousand Pesos Only (₱15,535,000.00).
- 2.2. The source of funding is:
  - a. NEP, the National Expenditure Program.

## 3. Bidding Requirements

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

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

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

# 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2.
- a. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - **a.** For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to **at least fifty percent (50%) of the ABC.**
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing as indicated in paragraph 6 of the **IB**.

### 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least **ten (10) calendar days** before the deadline set for the submission and receipt of Bids.

#### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **Two (2) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

### 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

# 13. Bid and Payment Currencies

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

# 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the date of the opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as nonresponsive.

### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

### 17. Opening and Preliminary Examination of Bids

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

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

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

#### **18.** Domestic Preference

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

#### **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

### 20. Post-Qualification

20.1.

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

### 21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Supply and Delivery / Procurement / Provision of Internet Services;
	b. completed within <b>Two (2) years</b> prior to the deadline for the submission and receipt of bids.
7.1	"Not applicable".
12	The price of the Goods shall be quoted DDP Legazpi City, Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than <u>2% of the ABC</u> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than <u>5% of the ABC</u> if bid security is in Surety Bond.
19.3	"Not applicable".
20.2	"Usual/applicable licenses & permit/s required by law".
21.2	"No additional contract documents required".

# **Bid Data Sheet**

Section IV. General Conditions of Contract

### **1.** Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

# **3.** Performance Security

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

### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## 5. Warranty

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

## 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

GCC Clause		
1	"No additional requirements for the completion of this Contract."	
	Delivery and Documents –	
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:	
	<i>For Goods supplied from abroad, state:</i> "The delivery terms applicable to the Contract are DDP delivered <b>to Legazpi City, Philippines</b> . In accordance with INCOTERMS."	
	For Goods supplied from within the Philippines, state: "The delivery terms applicable to this Contract are delivered <b>to Legazpi City</b> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."	
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).	
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is the	
	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:	
	<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ul>	
	<ul> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ul>	

# **Special Conditions of Contract**

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:

Suppliel.
1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
<ul><li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li><li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li></ul>
The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.
The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>Three (3)</i> years.
Spare parts or components shall be supplied as promptly as possible, but in any case, within one month of placing the order.
Packaging –
The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

<ul> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul> A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. <b>Transportation –</b> Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
<ul> <li>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</li> <li>Transportation –</li> <li>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</li> </ul>
<ul> <li>placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</li> <li>Transportation –</li> <li>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</li> </ul>
Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
Intellectual Property Rights –
The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2	"Not applicable".
4	The inspections and tests that will be conducted are: Applicable Test and
	Inspection

# Section VI. Schedule of Requirements

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

Lot No.	Description	Quantity	Approved Budget for the Contract (ABC)	Delivered, Weeks/Months
1	Provision of Network Services through Managed Network Services Provider for the DSWD Field Office Regional, Sub- Regional Offices, and Residential Care Facilities	1 lot	₱15,535,000.00	March to December 2025

## Conforme:

Signature:	
Name:	
Position:	
Date:	

Section VII. Technical Specifications

# **Technical Specifications**

Lot No.	Specification	Statement of Compliance		
stating t must be manufac manufac subsequ A statem Bid eval	Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" <b>must be supported</b> by <b>evidence in a Bidders Bid and cross-referenced to that evidence.</b> Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances."			
1.	Provision of Network Services through Managed Network Services Provider for the DSWD Field Office Regional, Sub-Regional Offices, and Residential Care Facilities			
Please see the attached Terms of Reference for the Scope of Services and Technical Requirements				

Signature:	
Name:	
Position:	
Date:	

# **TERMS OF REFERENCE**

Project/Activity Information	PROVISION OF NETWORK SERVICES THROUGH MANAGED NETWORK SERVICES PROVIDER FOR THE DSWD FIELD OFFICE V REGIONAL, SUB-REGIONAL OFFICES, AND RESIDENTIAL CARE FACILITIES	
Proponent	Information and Communications Technology Management Section	
Timeline	30 Calendar Days after Receipt of Notice to Proceed	
Source of Fund	ICTMS: Internet Subscription Expenses	
Budgetary Requirements	Fifteen Million Five Hundred Thirty-Five Thousand Pesos PHP 15,535,000.00	

#### I. BACKGROUND

The Department of Social Welfare and Development (DSWD) is committed to embracing digital transformation to improve its services and efficiency and provide more effective assistance to vulnerable Filipinos. Currently, the DSWD uses internet services through direct contracts with multiple Internet Service Providers (ISPs) for regional offices, sub-regional offices, and residential care facilities. However, this approach presents challenges such as high initial costs, ongoing costs, inconsistency in service quality, and limited scalability. To address these issues and further its commitment to digital transformation, the DSWD plans to transition to a managed network services provider (MNSP). This shift offers several advantages, including the procurement of primary and secondary internet connections with load balancing capabilities, lower initial costs due to streamlined installation processes, and reduced ongoing costs. The MNSP handles most operational aspects, allowing internal teams to focus on core activities.

The cost efficiency of managed services reduces the need for internal management and streamlines service costs. A single point of contact for all network-related issues simplifies management and ensures quicker resolution times. Proactive monitoring and maintenance by the MNSP result in consistent service quality and better network performance. The ease of scalability allows for the expansion and adaptation of network services as the organization grows. This Terms of Reference (ToR) document outlines the terms, objectives, and expectations for the selection and engagement of an MNSP. The successful MNSP will play a crucial role in supporting the organization's mission and facilitating its day-to-day operations. The DSWD seeks to establish a productive and mutually beneficial partnership with the selected MNSP to ensure seamless and secure internet connectivity services. The comparative cost summary between the existing internet services in CY 2024 and the proposed managed internet services for FY 2025 is detailed in Annex B.

#### **II. OBJECTIVES**

The primary objectives of this Terms of Reference (ToR) document for the selection and engagement of a Managed Network Service Provider (MNSP) are as follows:

A. Identify and Select an Internet Service Provider (ISP): The main objective is to identify, evaluate, and select a reputable ISP that aligns with the DSWD Field Office V Regional, Sub-Regional Offices, and Residential Care Facilities internet connectivity and networking requirements. The selected ISP should demonstrate the ability to deliver reliable and high-quality internet services.

The Internet Service Providers that will be managed under and directly by the Managed Network Service Provider (MNSP) comply with and adhere to the following parameters:

- 1. Ensure Reliability and Performance: Ensure that the selected ISP offers a highly reliable internet connection with minimal downtime and consistently delivers optimal performance, meeting or exceeding industry benchmarks.
- 2. Support Diverse Stakeholder Requirements: Accommodate the distinct connectivity needs of the organization's various stakeholders, including employees, customers, partners, vendors, and remote workers, with tailored solutions where necessary.
- 3. Enhance Security and Compliance: Ensure that the internet services provided by the ISP adhere to security best practices and industry compliance standards. This includes safeguarding sensitive data, implementing necessary security measures, and mitigating cybersecurity risks.
- 4. Optimize Cost-Efficiency: Seek cost-effective internet solutions that offer value for investment, balancing quality and cost-effectiveness in a manner that benefits the organization's bottom line.
- 5. Enable Technical Support and Maintenance: Ensure that the ISP provides efficient and responsive technical support and maintenance services to address any technical issues, outages, or connectivity challenges in a timely and effective manner.
- 6. Establish clear service level agreements (SLAs): Define and formalize SLAs with the selected service provider to establish clear expectations regarding service quality, response times, and issue resolution procedures.
- 7. Ensure Accountability and Transparency: Establish a governance framework that ensures accountability and transparency in the relationship between the organization and the selected service provider.

These objectives collectively guide the selection and engagement of a Managed Network Service Provider (MNSP), emphasizing the critical factors of reliability, security, scalability, cost-effectiveness, and a productive partnership to meet the organization's connectivity and networking needs effectively.

#### **III. DEFINITION OF TERMS**

A. Managed Network Service Provider (MNSP): a third-party company that manages a customer's information technology (IT) infrastructure and end-user systems, including but not limited to Internet Service Providers.

- B. Internet Service Provider (ISP): The entity selected by the organization to deliver internet connectivity and related services as outlined in this ToR.
- C. Connectivity Requirements: The specific needs and demands of the organization for internet services, encompassing bandwidth, reliability, and performance expectations.
- D. Reliability: The ability of the ISP to consistently provide internet services with minimal downtime or interruptions.
- E. Security and Compliance: Adherence to industry standards and regulations concerning data security, privacy, and cybersecurity measures.
- F. Scalability: The capacity of the ISP to expand or adapt services to accommodate the organization's changing connectivity needs.
- G. Cost-Effectiveness: The balance between the quality and cost of internet services, ensuring that services are affordable and provide value for investment.
- H. Technical Support: The provision of responsive and effective technical support and maintenance services to address connectivity issues.
- I. Service Level Agreements (SLAs): Formal agreements between the organization and the ISP, specifying performance standards, response times, and issue resolution procedures.
- J. Redundancy: Measures put in place to ensure business continuity in the event of network failures.
- K. Quality of Service (QoS): The level of performance provided by the ISP in terms of low latency, efficient data transfer, and minimal disruptions.
- L. Knowledge Transfer: The process by which the ISP facilitates the transfer of knowledge and expertise to the organization's internal teams to enhance in-house management of connectivity systems.
- M. Business Continuity: The capacity to maintain operations in the face of connectivity interruptions, outages, or unforeseen technical issues.

- N. Environmental Responsibility: Efforts made by the ISP to minimize the ecological impact of its services and align with environmental sustainability practices.
- O. Legal and Ethical Compliance: Adherence to legal requirements and ethical principles, including copyright laws, data handling ethics, and human rights considerations.

### IV. SCOPE OF SERVICES

- A. The provision of Managed Network Service Provider (MNSP) who will manage DSWD Field Office V requirements on Internet Service Providers.
- B. The project covers the installation of dedicated/leased line internet and broadband internet services for the Two (2) DSWD Field Office V, twenty-two (22) Sub-Regional Offices, and Three (3) Residential Care Facilities as listed on Annex A and Operational Management of these Internet Service Providers under the Managed Network Service Provider (MNSP).
- C. Set parameters for a Managed Network Service Provider (MNSP) who will identify, evaluate, facilitate, and manage reputable and distinct Internet Service Providers that will provide reliable and high-quality internet services and that will align with DSWD Field Office V internet connectivity and networking requirements.

The parameters are as follows:

- 1. The Managed Network Service Provider (MNSP) shall facilitate the provision of Internet connectivity for different and distinct service providers through optical fiber connectivity, necessary hardware, terminations, and other services required to set up the Internet connection.
- 2. The Managed Network Service Provider (MNSP) to select, handle, facilitate, and coordinate with the different and distinct Internet Service Provider under the parameters set forth by the DSWD Field Office V during pre- and post-installation, configuration, and commissioning that includes but is not limited to the User Acceptance Test (UAT) and Service Connection Turnover;
- 3. The Managed Network Service Provider (MNSP) will act as the single point of contact between the Internet Service Providers and DSWD Field Office V. Facilitate, coordinate, and monitor raised concerns and issues regarding internet connectivity to and from service providers and DSWD.
- 4. The Managed Network Service Provider (MNSP) must have a dedicated service desk engineer for this project with the following key roles:
  - i. Act as the single point of contact to support end-user connection-related concerns.

- ii. Log, report, monitor, and update tickets to respective internet service providers
- iii. Follow the standard policies and procedures for ticket triage.
- iv. Ticket monitoring from the onset to resolution.
- v. Perform basic support tasks and escalate issues for complex requests.
- vi. Record, track, and document service desk requests and problem-solving processes, including all successful and failed actions taken through to final resolution.
- 5. Provision of incident reports and updates in case of connection failure;
- 6. Provision of monthly utilization graphs and/or MRTG tools or any equivalent software for monitoring of link quality and bandwidth utilization;
- 7. Inclusion of two (2) allowable transfers of internet service facilities per site in case of relocation of office except for DSWD Field Office V Regional Offices.
- 8. Provision of 24x7 support services; and
- 9. Entering into a service level agreement that defines parameters of rebates for nonperformance, etc.

#### V. PROJECT DURATION AND PERIOD OF ENGAGEMENT

Ten (10) months of service subscription and payment will be done on a quarterly basis. The statement of account (inclusive of tax) will arrive in the 1st week of the preceding quarter.

#### VI. **PROJECT COST** (BUDGETARY REQUIREMENTS)

The DSWD Field Office V has allocated a total budget of **PHP 15,535,000.00** for the procurement of a managed network service provider (MNSP) with its related internet services to meet its internet connectivity needs.

#### VII. ROLES AND RESPONSIBILITIES OF THE MANAGED NETWORK SERVICE PROVIDER (MNSP)

The major outputs of this project are as follows, with the aforementioned specifications per the scope of services:

#### A. **Pre-Installation**

- 1. The Managed Network Service Provider (MNSP) should provide a Project Implementation Plan and must be approved by the Head of ICTMS.
- 2. The Managed Network Service Provider (MNSP) should provide a Responsibility Assignment Matrix.

- 3. The Managed Network Service Provider (MNSP) should provide a project manager to handle the project execution.
- 4. The team must possess expertise and experience in implementing each of the components of the whole project.

#### **B.** Actual Installation

- 1. Provide and install a Channel Service Unit/Data Service Unit (CSU/DSU) or any equivalent network termination unit.
- 2. Provide and install a router.
- 3. Provide internet connectivity directly to the end user's server room, including materials needed for the purpose. This includes provision for the installation of cables/insulation and piping or molding using industry standards and materials.
- 4. Complete the delivery, installation, and configuration within forty-five (45) calendar days from the receipt of the Notice to Proceed. Otherwise, the winning bidder shall pay the corresponding penalties/liquidated damages in the amount of one tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay.

### C. Configuration

- 1. Configure the modem or network termination unit for specified connection requirements.
- 2. Configure the router to the equivalent direct internet connection speed.
- 3. Configure the backup router, if any;
- 4. Set up a public IP address per subscription.
  - a. Dedicated Internet Access (DIA)
  - IP Address Allocation:
    - i. IPv4 Address at least /29 Subnet
    - ii. IPv6 compliant
  - b. Broadband Internet
    - i. Set up one (1) public IP address per subscription.

#### D. Testing Period

- 1. Testing shall be immediately conducted upon completion of all necessary installation and configuration works.
- 2. The acceptance test procedure shall be in accordance with the following:

- a. The acceptance testing will be undertaken for a period of seven (7) days
- b. Dedicated and/or broadband internet will have no service interruption during the agreed test period.
- c. The Internet bandwidth requirement is attained during working hours (i.e., 7:00 a.m. to 7:00 p.m.).
- d. MRTG or any equivalent software should be in place.
- e. and other test parameters that will be agreed upon by the parties concerned.
- 3. If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all of these conditions have been duly satisfied continuously for 7 working days.
- 4. The start of the contractor's billing shall be based on the date of issuance of the "Certificate of Acceptance.".
- 5. During the testing period, the contractor shall not be held liable for performance degradation/interruptions that are beyond its control, such as power outages, fluctuations, failure or malfunction of DSWD Field Office V's equipment, and international/regional internet backbone problems.
- 6. DSWD Field Office V shall issue a Certificate of Inspection and Acceptance to the Provider upon successful completion of the testing, certifying that the Service Provider conforms to Section IV and Section VII.

#### E. Implementation

- 1. Shall maintain all equipment in proper working order.
- 2. The Managed Network Service Provider (MNSP) must provide an escalation list and procedure for reporting faults and outages.
- 3. The Managed Network Service Provider (MNSP) must immediately advise DSWD Field Office V of any downtime occurrence or, if any, the internet rerouted to a backup link.
- 4. The Managed Network Service Provider (MNSP) must have standby equipment to immediately replace the existing equipment once found defective.
- 5. All Low Earth Orbit Satellite Internet hardware included in this project will be properties of DSWD and shall not be returned to the Managed Network Service Provider (MNSP) once the contract has ended or terminated.

#### F. Rebates

- 1. Provide an industry-standard service level agreement (SLA), which shall carry a corresponding "performance credit" or rebate in favor of DSWD Field Office V should any of the committed parameters mentioned below not be met.
- 2. The selected ISP provider(s) should be able to render the following services:
  - a. Availability

i.

Provide 99.5% link uptime in a month for dedicated internet access.

b. Render 24 hours x 7 days of customer service support.

Support response time

- 30 minutes for emergency tickets for the following categories:
  - Link connection is down.
  - Packet loss, variation in latency
  - Routing issue.
- ii. Twenty-four (24) hours of response time for technical problems that require on-site services.
- iii. Rebate Schedule for Downtime Connection Interruption/Outage for the Dedicated/Leased Line Internet Access.
- 1. The DSWD FOV shall be entitled to a rebate if the service provider fails to maintain network availability of 99.5% monthly. However, rebates shall not be claimed if the interruption is directly attributable to the equipment installed and owned by the DSWD FO V or other factors that are beyond the control of the service provider and which are not attributable to the service provider's fault and negligence.
- 2. If the interruption is attributable to the ISP, as acknowledged by the ISP's Fault Management Center, the ISP, through the Managed Network Service Provider, shall voluntarily make the appropriate "Performance Credit" or rebate to DSWD Field Office V without the need to report or claim on the outage. The credit allowance or rebate shall be applied to the next billing quarter.
- 3. The following schedule of rebate per length of interruption should failure of services occur for causes other than what is stipulated in the above paragraph. The rebate(s) shall be credited to the succeeding quarter's billing statement after the reported outage.

Table 1. Schedule of Rebates

Length of Interruption (Minutes)	Credit (Day)
less than 130	None
130 to 239	1/6

240 to 479	2/6
480 to 719	3/6
720 to 959	4/6
960 to 1199	5/6
1200 to 1440	1 day

4. For interruptions over 24 hours, credit will be allowed in 3/5-day multiples for each 3-hour period of interruption or fraction thereof over 24 hours.

# G. Maintenance

- 1. Provide a single point of contact for customer support in both areas of network connectivity and internet access.
- 2. Shall respond to request for maintenance at no cost to DSWD Field Office V;
- 3. Provide not less than 7 days of proactive notice of scheduled downtimes, service interruptions, upgrades, or preventive maintenance, if any, subject to the approval of DSWD Field Office V, and;
- 4. Submit monthly access/usage reports to attest compliance to the SLA.

# H. Termination of Contract

1. The termination of the contract shall be governed by the applicable provisions under the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (RA 9184).

# VIII. INSTITUTIONAL ARRANGEMENTS

## A. The Managed Network Service Provider

The service provider representative shall coordinate with the **DSWD** Field Office V, through the assigned project focal, within the duration of the project; and

# **B.** The DSWD Field Office V

1. Grant the Managed Network Service Provider (MNSP) authorized representative access to its premises, equipment, and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned DSWD Field Office V personnel;

- 2. Responsible for the safe custody and use of the equipment installed by the Managed Network Service Provider (MNSP);
- 3. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the ISP provider.
- 4. Issue a Certificate of Inspection and Acceptance to the Managed Network Service Provider (MNSP) upon successful service delivery.

# IX. QUALIFICATIONS OF THE MANAGED NETWORK SERVICE PROVIDER

- A. The Managed Network Service Provider (MNSP) should have done at least three (3) successful similar projects with certifications and proof of satisfactory service from the clients.
- B. To ensure effective implementation of the project, the Managed Network Service Provider (MNSP) must have a Project Management Office and will provide a Project Management Professional (PMP) with a valid and active certificate with 2 years of experience in managing similar projects of at least 50% of the approved budget for the contract.
- C. The Managed Network Service Provider (MNSP) or its affiliates/partners must have at least one (1) dedicated expert/certified/licensed engineer with certification such as CCNA, CCNP, CCIE, or any equivalent certification.
- D. The Managed Network Service Provider (MNSP) must have a dedicated service desk engineer for this project with the following key role:
  - 1. Act as the single point of contact to support end-user connection-related concerns.
  - 2. Log, report, monitor, and update tickets to respective service providers.
  - 3. Follow the standard policies and procedures for ticket triage.
  - 4. Ticket monitoring from the onset to resolution.
  - 5. Perform basic support tasks and escalate issues for complex requests.
  - 6. Record, track, and document service desk requests and problem-solving processes, including all successful and failed actions taken through to final resolution.
- E. The Managed Network Service Provider (MNSP) must provide seven days a week and 24 hours per day coverage for technical assistance and/or helpdesk facilities. Any problem should be resolved within a maximum of 24 hours after the notification.
- F. The Managed Network Service Provider (MNSP) must have a Network Monitoring System (NMS) supported by a qualified and experienced engineers/technical support team.
- G. The Managed Network Service Provider (MNSP) or its affiliates/partners must have an existing incident or network operation where network management is done.

# X. CRITERIA FOR EVALUATION FOR SHORTLISTING, TECHNICAL REQUIREMENTS

- A. Bidders must submit a detailed work plan specifying installation design, detailed activities, a connectivity diagram from the end user premise up to the last mile, and timelines. A detailed work plan will be submitted after post-qualification.
- B. To ensure redundancy and continuous operations in case one internet service becomes unavailable, the network provider for the two (2) DSWD Field Offices, twenty-two (22) sub-regional offices, and three (3) residential care facilities should be different from that of the secondary internet services.
- C. Subscribed lines should be fully fiber optic from the ISP up to the last mile.
- D. The bidders must be compliant with the following parameters:
  - 1. Bandwidth and Connectivity Support
    - (i) The committed information rate guaranteed is 100% of the subscribed speed for both upload and download for dedicated/leased internet access.
    - Service Reliability: Minimum of 30% of Subscribed Speed at 80% Reliability for Broadband Internet Access
    - (iii) Immediate problem isolation and resolution
    - (iv) Provide corrective service information and configuration
    - (v) Remote system monitoring and reporting (MRTG or any equivalent software of each of the sites).
  - 2. Internet Bandwidth

The bandwidth requirements and specifications for the procurement of managed network services for the primary and secondary service lines are shown below:

## **Table 2. Primary Internet Service Specifications**

Office Name	Subscription Type	Bandwidth	Public IP
DSWD Field Office V, Rawis, Legazpi City, Albay	Dedicated	500 Mbps	Yes
DSWD Field Office V, Buraguis, Legazpi City, Albay	Dedicated	500 Mbps	Yes

RICTMS Office	Dedicated	50 Mbps	Yes
KALAHI and SLP RPMO	Dedicated	50 Mbps	Yes
POO Albay	Dedicated	50 Mbps	Yes
SWAD and POO Camarines Sur	Dedicated	50 Mbps	Yes
SWAD and POO Camarines Norte	Dedicated	50 Mbps	Yes
SWAD and POO Masbate	Dedicated	50 Mbps	Yes
SWAD and POO Catanduanes	Dedicated	50 Mbps	Yes
SWAD and POO Sorsogon	Dedicated	50 Mbps	Yes
SLP Albay	Broadband	200 Mbps	Yes
SLP Camarines Sur	Broadband	200 Mbps	Yes
RRCY, Sorsogon	Broadband	200 Mbps	Yes
RSCC, Ligao, Albay	Broadband	200 Mbps	Yes
HFWG, Ligao, Albay	Broadband	200 Mbps	Yes
AICS-CIS RPMO	Broadband	200 Mbps	Yes
AICS Satellite Office - Albay	Broadband	200 Mbps	Yes
AICS Satellite Office - Iriga City, Camarines Sur	Broadband	200 Mbps	Yes
AICS Satellite Office - Naga City, Camarines Sur	Broadband	200 Mbps	Yes
AICS Satellite Office - Tigaon, Camarines Sur	Broadband	200 Mbps	Yes
AICS Satellite Office - Masbate City, Masbate	Broadband	200 Mbps	Yes
AICS Satellite Office - Cataingan, Masbate	Broadband	200 Mbps	Yes
AICS Satellite Office - Irosin, Sorsogon	Broadband	200 Mbps	Yes
AICS Satellite Office - Sorsogon City, Sorsogon	Broadband	200 Mbps	Yes
AICS Satellite Office - Daet, Camarines Norte	Broadband	200 Mbps	Yes

AICS Satellite Office - Labo, Camarines Norte	Broadband	200 Mbps	Yes
AICS Satellite Office - Virac, Catanduanes	Broadband	200 Mbps	Yes

# Table 3. Secondary Internet Service Specifications

Office Name	Subscription Type	Bandwidth	Public IP
DSWD Field Office V, Rawis, Legazpi City, Albay	Dedicated	500 Mbps	Yes
DSWD Field Office V, Buraguis, Legazpi City, Albay	Dedicated	500 Mbps	Yes
RICTMS Office	Broadband	200 Mbps	Yes
KALAHI and SLP RPMO	Broadband	200 Mbps	Yes
POO Albay	Broadband	200 Mbps	No
SWAD and POO Camarines Sur	Low Earth Orbit Satellite Internet	25-200 Mbps	No
SWAD and POO Camarines Norte	Low Earth Orbit Satellite Internet	25-200 Mbps	No
SWAD and POO Masbate	Low Earth Orbit Satellite Internet	25-200 Mbps	No
SWAD and POO Catanduanes	Low Earth Orbit Satellite Internet	25-200 Mbps	No
SWAD and POO Sorsogon	Low Earth Orbit Satellite Internet	25-200 Mbps	No
SLP Albay	Broadband	200 Mbps	Yes
SLP Camarines Sur	Broadband	200 Mbps	Yes
RRCY, Sorsogon	Low Earth Orbit Satellite Internet	25-200 Mbps	No
RSCC, Ligao, Albay	Low Earth Orbit Satellite Internet	25-200 Mbps	No
HFWG, Ligao, Albay	Low Earth Orbit Satellite Internet	25-200 Mbps	No
AICS-CIS RPMO	Broadband	200 Mbps	Yes

AICS Satellite Office - Albay	Broadband	200 Mbps	Yes
AICS Satellite Office - Iriga City,	Low Earth Orbit Satellite	25-200	No
Camarines Sur	Internet	Mbps	
AICS Satellite Office - Naga City, Camarines Sur	Broadband	200 Mbps	Yes
AICS Satellite Office - Tigaon,	Low Earth Orbit Satellite	25-200	No
Camarines Sur	Internet	Mbps	
AICS Satellite Office - Masbate City,	Low Earth Orbit Satellite	25-200	No
Masbate	Internet	Mbps	
AICS Satellite Office - Cataingan,	Low Earth Orbit Satellite	25-200	No
Masbate	Internet	Mbps	
AICS Satellite Office - Irosin,	Low Earth Orbit Satellite	25-200	No
Sorsogon	Internet	Mbps	
AICS Satellite Office - Sorsogon	Low Earth Orbit Satellite	25-200	No
City, Sorsogon	Internet	Mbps	
AICS Satellite Office - Daet,	Low Earth Orbit Satellite	25-200	No
Camarines Norte	Internet	Mbps	
AICS Satellite Office - Labo,	Low Earth Orbit Satellite	25-200	No
Camarines Norte	Internet	Mbps	
AICS Satellite Office - Virac,	Low Earth Orbit Satellite	25-200	No
Catanduanes	Internet	Mbps	

# LOW EARTH ORBIT SATELLITE (ROAM SUBSCRIPTION):

Specifications:

# SATELLITE DISH

Antenna: Electronic Phased Array Orientation: Motorized Self-Orienting Environmental Rating: IP54 Power Consumption: 110-150W Field of View: 100° Average Power Usage: 50-75W

#### SATELLITE WIFI ROUTER

Generation: at least Wi-Fi 5 Radio: Dual Band - 3 x 3 MIMO Security: WPA2 Environmental Rating: IP54, configured for indoor use Range: Up to 185 m<sup>2</sup> (2000 sq ft) Operating Temperature: -30°C to 50°C (-22°F to 122°F)

# **INCLUSION:**

Ethernet adapter and at least 30 m cable

- 3. Internet provisions of broadband and low Earth orbit for subregional sites must be configured for load balancing/failover setup.
- 4. Provision of one (1) Wi-Fi access point in each of the eleven (11) AICS Satellite Offices, capable of serving at least 250 concurrent users at any given time.
  - (i) Specifications:
    - Must be an indoor type;
    - Must be capable of handling high-density clients.
    - Must be capable of MESH functionality;
    - Must have omnidirectional coverage;
    - Must have simultaneous dual radio capability of both 2.4 GHz and 5 GHz with MIMO technology;
    - Must support 802.11a, b, g, n, ac, and ax standards.
    - Must be POE capable.
- 5. Service Restoration and Quality of Service (QoS) Levels
  - (i) 8am x 5pm NBD (Next Business Day) response time
  - (ii) Down/disconnected sites must be up and running within the set SLA upon receipt of the report.
- 6. 24/7 Help Desk Support Services
  - i. Receive and respond to problem reports and user requests.
  - ii. Provide first-level technical support with regard to internet connectivity.
- 7. The internet subscriptions must have at least five (5) usable public IP addresses for dedicated/leased lines and at least one (1) usable public IP address for broadband internet.
- 8. Dedicated/leased line Internet must be IPv6 compliant.

# XI. OWNERSHIP AND PUBLICATION RIGHTS

- A. All documentation produced under the terms of this engagement shall remain the property of DSWD. DSWD retains the exclusive right to publish or disseminate the knowledge products arising from the engagement even after the termination of this project.
- B. The Managed Network Service Provider (MNSP) is required to submit a written letter when requesting raw data, versions, and/or parts of the outputs that will be used for purposes other than what was originally agreed upon with the terms of this engagement.

**Annex A** - List of DSWD Field Office V Regional, Sub-regional Offices, and Residential Care Facilities

No	Site	Address and Coordinates
1	DSWD Field Office V, Rawis	Regional Site Center DSWD Area, Rawis, Legazpi City, Albay 4500 13.168013, 123.752272
2	DSWD Field Office V, Buraguis	Magnolia St. PBN-Buraguis, Legazpi City, Albay 4500 13.135331, 123.753376
3	RICTMS Office	3/F Embarcadero de Legazpi Building, Barangay 27 - Victory Village South, Legazpi City, Albay 4500 13.143357, 123.757780
4	KALAHI and SLP RPMO	2/F Embarcadero de Legazpi Building, Barangay 27 - Victory Village South, Legazpi City, Albay 4500 13.143357, 123.757780
5	POO Albay	G/F Embarcadero de Legazpi Building, Barangay 27 - Victory Village South, Legazpi City, Albay 4500 13.143357, 123.757780
6	SWAD and POO Camarines Sur	Topaz Street, Calauag, Naga City, Camarines Sur 4400 13.638935, 123.190974
7	SWAD and POO Camarines Norte	3/F LJR Building 3, J Lukban Extension, Brgy. 3 Daet Camarines Norte 4600 14.111479, 122.954695
8	SWAD and POO Masbate	2/F Renato M. Espinosa, Bldg., Zurbito St., Masbate City, Masbate 5400 12.367737, 123.618448
9	SWAD and POO Catanduanes	DSWD Office, Catanduanes Provincial Capitol, Brgy Marcelo Alberto, Virac, Catanduanes, 4800 13.586557, 124.236027
10	SWAD and POO Sorsogon	2/F NER Building, Calle Nueva Brgy. Polvorista, Sorsogon City, Sorsogon 4700

		12.970406, 124.005657
11	AICS-CIS RPMO	3/F Pacific Mall Gaisano, Bitano, Legazpi City, Albay 4500
		13.145193, 123.749659
12	AICS Satellite Office - Albay	Imperial St. Landco Business Park, Legazpi City, Albay 4500
		13.145066, 123.749122
13	AICS Satellite Office - Iriga City, Camarines Sur	Brgy. San Roque, Iriga City, Camarines Sur 4400
		13.422863, 123.415871
14	AICS Satellite Office - Naga City, Camarines	3/F Naga Land E-Mall, San Francisco, Naga City, Camarines Sur 4400
	Sur	13.625249, 123.186509
15	AICS Satellite Office -	Zone 2 Project Development Administration, Caraycayon, Tigaon, Camarines Sur 4400
	Tigaon, Camarines Sur	13.61807, 123.49097
16	AICS Satellite Office -	2/F Renato M. Espinosa, Bldg., Zurbito St., Masbate City, Masbate 5400
	Masbate City, Masbate	12.36773, 123.61844
17	AICS Satellite Office -	DSWD Office, Catanduanes Provincial Capitol, Brgy Marcelo Alberto, Virac, Catanduanes, 4800
17	Virac, Catanduanes	13.586557, 124.236027
18	AICS Satellite Office - Cataingan, Catanduanes	San Pedro, Cataingan, Masbate
40	AICS Satellite Office -	Irosin National Agencies Center and Terminal, Brgy. San Pedro, Irosin, Sorsogon 4700
19	Irosin, Sorsogon	12.70760, 124.03150
20		1/F NER Building, Calle Nueva Brgy. Polvorista, Sorsogon City, Sorsogon 4700

		40.070400 404.005057
		12.970406, 124.005657
21	AICS Satellite Office - Daet, Camarines Norte	LJR Bldg 4, Bagasbas Road, Brgy V, Daet, Camarines Norte 14.118166, 122.955709
22	AICS Satellite Office - Labo, Camarines Norte	Labo Convention Center, Hilcrest Subdivision, Labo Bulhao, Camarines Norte 4604 14.160591, 122.827583
23	Regional Rehabilitation Center for Youth	Doña Felisa Avenue, Pangpang, Sorsogon 4700 12.981819, 123.984639
24	Reception and Study Center for Children	DSWD Complex, Nasisi, Ligao City, Albay 4504 13.257998, 123.585691
25	Haven for Women and Girls	DSWD Complex, Nasisi, Ligao City, Albay 4504 13.257998, 123.585691
26	SLP POO Albay	2nd Floor, Albay Astrodome, Barangay Baño, Old Albay District, Legazpi City, Albay
27	SLP POO Camarines Sur	1st Floor, 5J Complex Building, Peñafrancia Street, Barangay San Francisco, Naga City, Camarines Sur

# Conforme:

Signature:	
Name:	
Position:	
Date:	

# Section VIII. Checklist of Technical and Financial Documents

# **Checklist of Technical and Financial Documents**

# I. TECHNICAL COMPONENT ENVELOPE

## Class "A" Documents

## Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

## Class "B" Documents

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

# **II. FINANCIAL COMPONENT ENVELOPE**

- (i) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
- (j) Original of duly signed and accomplished Price Schedule(s).

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

(k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

government procurement activities for the same item or product.

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

