



INVITATION TO BID FOR DPWH WIDE AREA NETWORK (WAN) CONNECTIVITY AND INTERNET SERVICE

- The Department of Public Works and Highways (Central Office) thru its Bids and Awards Committee for Goods, through the GAA 2025, intends to apply the sum of One Hundred Fifteen Million Five Hundred Thousand Pesos (PHP115,500,000.00) being the Approved Budget for the Contract (ABC) for payment under Contract ID No. <u>25GZ00004</u>. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Department of Public Works and Highways (Central Office) now invites bids for the above Procurement Project to wit:

Lot	Description	ABC
1	WAN Connectivity (Wired/IP Radio) And	Php 78,500,000.00
	Internet Service	
2	WAN Connectivity (LEO Satellite)	Php 37,000,000.00
	TOTAL	Php 115,500,000.00

Delivery of the goods is required as specified in the Schedule of Requirements. Bidders should have completed within (5) years from the date of submission and receipt of bids, a contract similar to the Project whose values must be at least 50% of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instruction to Bidders.

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

- 4. Prospective Bidders may obtain further information from Department of Public Works and Highways (Central Office) thru its Bids and Awards Committee for Goods and inspect the Bidding Documents at the address given below from Monday to Friday at 7:00 to 4:00 p.m.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on March 20, 2025 until 10:00 a.m. of April 07, 2025 from the given address or website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB to wit:

Approved ABC for the Contract	Bidding Documents' Fee
500,000 and below	Php 500.00
More than 500,000 up to 1 Million	Php 1,000.00
More than 1 Million up to 5 Million	Php 5,000.00
More than 5 Million up to 10 Million	Php 10,000.00
More than 10 Million up to 50 Million	Php 25,000.00
More than 50 Million up to 500 Million	Php 50,000.00
More than 500 Million	Php75,000.00

Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

- The Department of Public Works and Highways (Central Office) thru its Bids and Awards Committee for Goods will hold a Pre-Bid Conference on March 27, 2025, 9:00 a.m. at Room 503, 5th Floor, DPWH Bldg., Bonifacio Drive, Port Area, Manila which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the address indicated below on or before 10:00 a.m. on April 07, 2024. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- GPPB Resolution No. 15-2021 dated October 14, 2021, provides that failure by the bidder to update its PhilGEPS Certificate of Platinum Membership with the current and updated Class "A" Eligibility Documents covered by Section 8.5.2 of the 2016 Revised IRR of RA 9184 shall result in the automatic suspension of the validity of its certificate of Platinum Registration and Membership.
- 9. Bid opening shall be at 10:00 a.m. on April 07, 2025 at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The Department of Public Works and Highways (Central Office) thru its Bids and Awards Committee for Goods 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.
- 11. For further information, please refer to:

ROMMEL G. GADDI Chief, Technology Support Division Information Management Service Department of Public Works and Highways (Central Office) Bonifacio Drive, Port Area, Manila gaddi.rommel@dpwh.gov.ph (02) 5304 3166

MA. VICTORIA S. GREGORIO

Director, Procurement Service Department of Public Works and Highways (Central Office) Bonifacio Drive, Port Area, Manila <u>gregorio.ma_victoria@dpwh.gov.ph</u> (02) 5304 3259 www.dpwh.gov.ph You may visit the following websites:

For downloading of Bidding Documents:

Philippine Government Electronic Procurement System [PhilGEPs], and Website of the Department of Public Works and Highways

https://www.dpwh.gov.ph/dpwh/business/procurement/gs/advertisement

March 20, 2025

MEDMIER G. MALIG

Assistant Secretary for Technical Services and Information Management Service Chairperson, BAC for Goods

DPWH WIDE AREA NETWORK (WAN) CONNECTIVITY AND INTERNET SERVICE

CONTRACT ID: 25GZ00004

MARCH 2025

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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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Public Works and Highways – Central Office wishes to receive Bids for the DPWH Wide Area Network (WAN) Connectivity and Internet Service with identification number 25GZ00004.

The Procurement Project (referred to herein as "Project") is composed of two (2) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for GAA 2025 in the amount of Php 115,500,000.00.
- 2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have 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:

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:

Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause

5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on March 27, 2025 9:00 a.m. at Room 503, 5th Floor, DPWH Building, Bonifacio Drive, Port Area, Manila as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until 120 days upon opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 10 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 on a per lot basis.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	Lot 1: a. Installation of Wide Area Network (WAN) Connectivity equivalent to at least fifty percent (50%) of the ABC.
	b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
	Lot 2:
	a. Installation of Next Generation Firewall and/or Low Earth Orbit (LEO) satellite equivalent to at least fifty percent (50%) of the ABC.
	b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Sub-contracting will only be allowed for a maximum of 15% of the total number of sites.
12	No further instructions.
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 (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than (5%) of ABC if bid security is in Surety Bond.
19.4	Bidders shall submit a proposal. Evaluation and contract award will be undertaken per lot basis.
20.1	 a) Registration certificate from Securities and Exchange Commission (SEC) for corporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
	b) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
	c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
	d) The prospective bidder's audited financial statements, showing among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized

	institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission
21.1	No additional requirements

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	The Service Provider shall meet the General Requirements and complied with the Service Provider Qualification, Technical Requirements, Installation, Configuration, Service Level Agreement and Testing specified in the Terms of Reference (TOR) indicated in Section VII Technical Specifications.
2.2	For LOT 1:
	WAN Connectivity and Internet Service shall be on a fixed monthly payment plan for 12 months with no additional cost. Billing shall start upon the issuance of Overall Operational Acceptance Certificate by DPWH.
	For LOT 2 :
	The supplier shall provide itemized cost for LEO Satellite Connectivity and Next Generation Firewall.
	The LEO Satellite Connectivity shall be on a fixed monthly payment plan for 12 months with no additional cost. Billing shall start upon the issuance of Overall Operational Acceptance Certificate by DPWH.
	The Next Generation Firewall (NGFW) shall be fully paid upon the issuance of Overall Operational Acceptance Certificate by DPWH.
	The obligation for the warranty of NGFW shall be covered by, either a retention money or a bank guarantee in an amount equivalent to five percent (5%) of the total cost of NGFW. The said amount shall only be released after the lapse of the warranty period provided that the Goods delivered are free from patent and latent defects, and all the conditions imposed under the contract have been fully met in accordance with the Republic Act 9184.
4	The inspection and test that will be conducted is specified in the Terms of Reference (TOR) <i>under Section VII Technical Specifications</i> .

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	Description	Quantity	Total	Delivered,
Number				Weeks/Months
1	WAN Connectivity (Wired/IP Radio) And Internet Service	1		Within sixty-five (65) calendar days upon receipt of approved Notice To Proceed.
2	WAN Connectivity (LEO Satellite)	1		Within sixty-five (65) calendar days upon receipt of approved Notice To Proceed.

(Name of Bidder/Company)

(Signature Over Printed Name of Authorized Representative)

(Legal Capacity)

Section VII. Technical Specifications

Technical Specifications

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

(Name of Bidder/Company)

(Signature over Printed Name of Representative)

(Legal Capacity)

INSTALLATION, CONFIGURATION AND COMMISSIONING OF DPWH WIDE AREA CONNECTIVITY AND INTERNET SERVICES (Rebidding)

STATEMENT OF COMPLIANCE

DPWH SPECIFICATIONS	BIDDER'S	BIDDER'S SPECIFICATIONS
	COMPLIANCE	
TERMS OF REFERENCE		
DPWH Wide Area Network (WAN) Connectivity and Internet Service		
1. INTRODUCTION		
1.1. Background		
The Department of Public Works and Highways (DPWH) utilizes its WAN Connectivity to provide ICT services such as, application systems, email, voice communication, video conferencing and internet to all its offices. The Central Office is the main office of the Department located in Manila. The Department has seventeen (17) Regional Offices (ROs) located throughout the country. Each RO is then divided into District Engineering Offices (DEOs) located throughout the region (there are approximately 196 DEOs). Currently, majority of the DPWH offices are connected using Multiprotocol Label Switching (MPLS), while the rest are connected via VSAT. The Department intends to procure a WAN Connectivity (via fiber and LEO satellite), Internet Service, and Next Generation Firewall through competitive bidding process specified under the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184 (The Procurement Law). The Information Management Service (IMS) of the Central Office will be responsible for the oversight of the contract/project.		

1.2. Objective	
To provide a reliable WAN Connectivity for all DPWH offices and Internet Service for the Central Office to be used for the implementation of its Department-wide ICT services.	
2. GENERAL REQUIREMENTS The Service Provider shall undertake the following:	
2.1. Scope of Work	
2.1.1. Delivery, installation, configuration, and implementation of WAN Connectivity and Internet Service for DPWH Offices, and LEO Satellite Connectivity and Next Generation Firewall for remote sites.	
2.1.2. Management and maintenance support for 12 months from the date of the Operational Acceptance Certificate (OAC).	
2.1.3. Project management and implementation with a dedicated Project Team.	
2.1.4. Submission of Project Implementation Plan (PIP), specifying the methodologies, activities, deliverables, and timelines, within 30 cd upon receipt of NTP.	
3. LOT 1: WAN CONNECTIVITY (WIRED/IP RADIO) AND INTERNET SERVICE	
3.1. Service Provider Qualifications	
3.1.1. Must be a local telecommunications company, duly licensed and accredited by the National Telecommunication Commission (NTC). Certification must be provided during bid submission.	
3.1.2. Must have or operate a nationwide fiber network infrastructure.	

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The installation must be in accordance with construction					
	standards and the Philippin				
	3.2.1.14. Allow the provision to increase the bandwidth up to				
	100% at a specific rate and				
	given site.				
32	3.2.2. Internet Service (Central Office)				
	The Service Provider must prov				
	3.2.2.1. Guaranteed bandwidth				
	Description Bandwidth				
	Internet Service	1Gbps	-		
	Connectivity for LEO	10003	_		
	Satellite Sites (backhaul	500Mbps			
	for site-to-site VPN)	5001005			
,		public ID addresses or γ	7 ID		
	3.2.2.2. Provision at least 30 public IP addresses or /27 IP block.				
,	3.2.2.3. Provide Domain	NIC)			
		NS)			
	hosting/parking				
	3.2.2.4. Provide internet cont				
	internet connection to th	ernet			
	gateway via fiber optic cab				
,	3.2.2.5. Have Committed Info				
	3.2.2.6. The latency must not b				
	port to US Int'l Port.				
,	3.2.2.7. Packet loss must not b				
	3.2.2.8. The equipment (mode				
any), shall be compatible with the DPWH's production					
network switches and electrical system.					
,	3.2.2.9. Internet connection shall be available $24/7$				
·	5.2.2.9. Internet connection shall be available 24/7				

3.2.2.10. Provide access (username and password) to Multi					
Router Traffic Grapher (MRTG) for monitoring					
3.3. Insta	3.3. Installation and Configuration				
	delivere impleme docume	ites' connectivity shall be installed a s shown in the table of activities be entation plan, schedules and act nted in the PIP, which will be submitt VH prior to the start of the installation as.	elow. The detailed tivities must be ted for approval to		
		Activities	Period		
	i.	 All Sites: a. Installation, configuration and testing b. Issuance of Installation and Configuration Certificate (ICC) c. Operational Acceptance d. Issuance of Operational Acceptance Certificate (OAC) 	60 cd		
	ii.	Issuance of Overall Operational Acceptance Certificate (OOAC)	5 cd		
		TOTAL	65 cd		
3.3.2. The Service Provider shall install and configure the WAN Connectivity at the DPWH sites listed in Appendix A , and Internet Service at the DPWH Central Office within the period specified above.					
3.3.3. The Service Provider shall comply and bear the cost to be incurred, with the health protocols being imposed on each site.					
1	3.3.4. The Service Provider shall be held liable for all damages that may occur during the installation and shall rectify all issues without additional cost to DPWH.				

	3.3.5. The Service Provider shall be responsible for securing all				
• •	necessary permits, licenses, and approval for the construction				
	and installation of circuits, from the NTC or other relevant				
government agenci					
3.3.6. The Service Pro	1		•		
connectors, cables	, and accessorie	es to connect it	s facilities to		
the Department's e	quipment.				
3.4. Testing					
The DPWH (with the assist	ance of the Serv	vice Provider)	shall perform		
Testing to validate whet	her the suppli	ed service m	eets all the		
requirements as stated abov	e and perform th	ne following tes	sts:		
3.4.1. WAN Connectiv	ity Testing				
	• •				
	ice Provider mu				
	t) on every site v				
to be met for	to be met for continuous period of not less than thirty (30)				
minutes.	minutes.				
	For 64, 128, 256, 512, 1024 and 1518 frame length				
(bytes):	(bytes):				
	Office Throughput Frame Loss Latency				
Fiber Solution:	<				
Central Office	6,000 Mbps	0.1% or less	≤5ms		
(Backhaul)		0.00/			
NCR Compound	200 Mbps	0.3% or less	≤20ms		
Regional Office	50 Mbps	0.3% or less	≤50ms		
District	20 Mbps	0.5% or less	≤75ms		
Engineering Office					
IP Radio Solution:	20.14	NT / A			
District	20 Mbps	N/A			
Engineering Office					

3.5.1. SLA must be not less than 99.5% availability per month for	
fiber solution	
3.5.2. Must provide detailed escalation procedure for network or	
service outages including the contact details of the staff	
involved in network operations and maintenance	
3.5.3. Must provide written updates via email every two (2) hours	
from the time of the reported outage	
3.5.4. Must provide computation and summary of rebates for	
outages on a per-month basis. Rebates will be computed on a	
per-site basis and will be reflected on the next month's billing	
statement	
3.5.5. For WAN Connectivity	
3.5.5.1. For each site outage encountered, the Service	
Provider must provide a detailed report and diagnostics,	
through electronic mail, which includes the following:	
Circuit ID	
Trouble Reported	
Trouble Location	
Outage Type	
Date and time of outage	
Date and time of restoration	
Reason for outage	
Action Taken	
3.5.5.2. Must provide regular monthly graphical reports on	
network statistics showing a twenty-four (24) hour	
bandwidth utilization (minimum, average, and peak) for	
each site	
3.5.5.3. In the event of transfer, Monthly Recurring Charge	
(MRC) for the affected site will be free of charge until the	
connectivity is reactivated in the new location	

3.5.5.4. Rebates (Computation	
• 1	site – (SLA Metric for fiber solution = ric for IP radio solution = 70.0%)	
T)	t <u>h – Total Minutes Unavailable in Month)</u> otal Minutes in Month) within a calendar month	
Credit Computation:		
Fiber (FC) and IP Rad	io (IP-R) Solution:	
Average Availability	Credit per Connection (missed SLA)	
50% ≥ Availability < 99.5% (FC) 50% ≥ Availability < 70.0% (IP-R)	$MRC * \frac{Non \ serviceable \ hours \ for \ the \ month}{Total \ number \ of \ hours \ for \ the \ month}$	
Availability < 50% or Outage > one hundred twenty (120) continuous hours	MRC waived	
The bandy Hundred	h Throughput width for each site must be available One Percent (100%) at all times without "capping" or restriction	
3.5.6. For Internet Serv	ice:	
3.5.6.1. Must prointernet utiliz	ovide regular monthly usage reports on ation	
of Service P	interruption of the circuit due to the failure rovider's equipment or due to any cause ervice Provider's exclusive control, the	

		<u> </u>
	DPWH shall be entitled to a credit allowance based on the	
	total hours of interruption and shall be reflected in the next	
	billing statement.	
	8	
	Credit computation:	
	Crean computation.	
	Non serviceable hours for the month	
	MRC * 1000000000000000000000000000000000000	
	Total number of nours for the month	
	3.5.7. Shall be responsible for the maintenance of all of the	
-	equipment that they provided	
	3.5.8. Provide a replacement for the equipment they provided for	
	any operational issues	
	3.5.9. In the event of a service outage on a specific site, the Service	
	Provider's on-site engineer must provide a test router for WAN	
	connectivity troubleshooting and testing.	
	3.5.10. For scheduled maintenance work, the Service Provider must	
	provide the Department a notice, in writing or via electronic	
	mail, at least five (5) days prior to the start of the scheduled	
	maintenance work including the following details:	
	• time frame and duration of the works:	
	 nature of work to be undertaken; 	
	• customers and service to be affected;	
	 List of Personnel who will provide maintenance work 	
	4. LOT 2: WAN CONNECTIVITY (LEO SATELLITE)	
	4.1. Service Provider Qualifications	
	The Service Provider must comply with the following requirements:	
L		J I

4.1.1. Must be a second-level partner and authorized to sell and	
provide technical support for the equipment/service offered.	
Manufacturer Certification must be provided during bid	
submission.	
4.1.2. Must have a dedicated Project Manager who will oversee the	
project from start to Overall Operational Acceptance and a	
designated Account Manager who shall act as the point-of-	
contact for the duration of the contract.	
4.1.3. Must have a monitoring facility with a team of certified	
network professionals providing 24x7 services on network	
monitoring, troubleshooting and maintenance.	
<u> </u>	
4.2. Technical Requirements	
4.2.1. LEO Satellite Connectivity	
4.2.1.1. Priority Data	
a. Data Cap: 2TB Data	
b. Download Speed: 40-220Mbps	
c. Upload Speed: 8-25 Mbps	
d. Roundtrip Latency: Less than 60 milliseconds (ms)	
on unloaded circuits	
e. With one (1) dedicated Public IP Address	
e. With one (1) dedicated Fublic IF Address	
4.2.1.2. Satellite Dish	
a. Connectivity: Low Earth Orbit Satellite	
b. Antenna: Electronic Phased Array	
c. Field of View: 140 degrees	
d. Orientation: Motorized Self Orienting	
e. IP Protection: IP 56 Rating	
4.2.1.3. Router	
a. Wi-Fi Technology: IEEE 802.11a/b/g/n/ac standards	
b. Chipset: Wi-Fi 5 or 6	
c. Radio: Dual Band -3 x 3 MIMO	
c. Taulo, Duit Duite 5 x 5 minio	

	d. Security: WPA2	
	e. Range: Up to $185 \text{ m}^2 (2000 \text{ ft}^2)$	
	f. IP Protection: IP 56 Rating	
	4.2.1.4. All components (Dish, Router, and Accessories) must	
	be of the same brand. In addition, the Service Provider	
	shall provide the following accessories:	
	a. Ethernet adapter (Manufacturer's standard)	
	b. Power Supply (Manufacturer's standard)	
	c. Cables and connectors (Manufacturer's standard)	
	4.2.1.5. All equipment provided must be compatible with the	
	DPWH's electrical system, which is 220-240V. The	
	Service Provider is responsible for providing any	
	converters necessary for connecting the electrical system.	
	4.2.1.6. In any event that a site will transfer to a new location,	
	the Service Provider shall transfer and reactivate the LEO	
	Satellite to the new location within 72 hours upon the	
	receipt of the request from DPWH without any additional	
	cost to DPWH.	
	4.2.1.7. The Service Provider shall provide a 1-year warranty	
	for all the equipment supplied. In case of non-operational,	
	the Service Provider shall provide a service unit that is	
	equivalent to or greater than the equipment originally delivered.	
	denvered.	
	4.2.2. Next Generation Firewall Device	
	Technical Dequirements	
	Technical Requirements	
	Network Interfaces	
	Must have the following interfaces:	
	• 8 x 10/100/1000 Base-T ports	
	RJ-45 Console port	
L		

 10/100/1000Base-T RJ45 Out-of-Band Management port USB port Micro USB port Storage Capacity: 128 Gb 	
Power Supply: Redundant power supply	
Firewall Performance Must be capable of providing the following: • 3.3 Gbps Mbps firewall throughput • 1.7 Gbps IPsec VPN throughput • 2.1 Gbps real-world Threat Prevention throughput (includes firewall, app-id, IPS, anti-malware, anti-spyware, URL filtering) • Supports 300,000 maximum sessions • Supports 48,000 new sessions per second	
 Firewall Network Capabilities Must support the following functionalities: L2, L3, tap and transparent mode Capable of the following routing protocols: Static routing RIP OSPFv2/v3 BGP Policy-based forwarding on zone, source or destination address, source or destination port, application and AD/Lightweight Directory Access Protocol (LDAP), Remote Authentication Dial-In User Service (RADIUS) user or user groups. Virtual Local Area Networks (VLANs) capability such as IEEE 802.1Q, 802.3ad, Link Aggregation, for higher bandwidth 	

	1
Support the following Network Address Translation	
Static IP	
 Dynamic IP 	
 Port Address Translation such as Dynamic IP and por 	
SD WAN Capabilities	
Must support the following SD WAN Capabilities	
• Support dynamic intelligent selection path based o	1
applications and services	
• Monitor latency, jitter and packet loss and can able t	
swap from available WAN links to ensure applicatio	1
usability	
• Shall have Traffic Distribution Profiles:	
 Best Available Path 	
 Top-Down Priority 	
 Weighted Session Distribution 	
• Must be fully compatible and interoperable with th	2
SD-WAN/NGFW appliance (Palo Alto PA-5410	
installed in the DPWH Central Office	
Security and Software Capabilities	
Shall have the following NGFW capabilities:	
 Application (Layer 7) firewall 	
 URL filtering 	
 Intrusion Prevention System (IPS) 	
 Advanced Threat Prevention 	
 Advanced Threat Analysis 	
 IPSec/SSL VPN 	
Load balancing or failover for multiple Internet Service	
Providers (ISP)	
Application control	
Bandwidth/Quality-of-Service management	
• Dynamic routing (IPv4 & IPv6) and SSL-encrypte	1
traffic inspection	

	• Creation of security policy based on Active Directory	
	(AD) Users and Groups	
	Reports and Logging	
	Must have the following reporting and monitoring	
	capabilities:	
	• Dashboard that provides high level view of network	
	activity for easier pinpoint and analysis of top users,	
	traffic, application usage at a minimum.	
	• Shall have real-time Activity Monitoring (includes	
	source user, source IP address, source computer,	
	destination IP address, destination computer,	
	destination in address, destination computer, destination website, policies applied, firewall action)	
	• Shall be capable of individual user traffic report.	
	• Must be capable of providing Correlated Reports –	
	Application/Threats/URL Report scheduling (daily,	
	weekly, monthly, etc.) to multiple recipients by report	
	group with flexible frequency options Export reports as	
	HTML, PDF, Excel (XLS) or CSV	
	Management:	
	Shall be manageable via Web-based/Graphical User	
	Interface (GUI) and Command-Line Interface (CLI)	
	Licenses:	
	Must provide the necessary licenses:	
	• The firewall appliance shall be bundled with all the	
	necessary client-based software and appropriate	
	licenses and subscriptions in order to comply with all	
	the required functionalities.	
	• All features and services activated on the equipment	
	shall be maintained to be of the latest applicable version	
	within the 3-year warranty and maintenance period.	
	• All updates applied shall be functional even after the	
	expiration of the subscription period.	
L	expiration of the subscription period.	

All bundled client-based management software must	
work on the existing Intel-based workstations running	
on Windows 8 and/or the latest Windows workstation	
OS available in the market upon delivery.	
Accessories:	
Mounting Kit: Manufacturer's Standard	
• Cables and Connectors: All necessary cables, cable	
adapters, and power adapters	
Other Requirements:	
Vendor Qualifications:	
The Service Provider must be compliant with the following	
requirements and shall provide necessary certificates,	
accreditations and documents as proof of compliance:	
• Must be a second level partner and authorized to sell	
and provide technical support of the equipment offered.	
• Must have employed at least two (2) technical	
engineers certified to install, configure and provide	
technical support for the duration of the subscription	
period for the equipment offered.	
• Must be in existence of at least 10 years in the	
Philippines	
Brand and Model:	
The NGFW must be of the same brand of the existing firewall	
(Palo Alto NGFW) in the DPWH Central Office to enable	
seamless integration. Unit model must be in current	
catalogue and not end-of-life. Manufacturer's Certificate is	
required. All components must be new and factory-installed.	
Training:	
The Solution Provider shall conduct Administration Training	
Course for the configuration and management of the supplied	
NGFW for one (1) participant if the procurement is under the	
DEO and two (2) participants if under the RO, for three (3)	

days. The Administration Training shall include, but not	
limited to the following:	
 Configuration and management NGFW 	
• Configuration and management of Security and NAT	
policies	
• Configuration and management of Threat Prevention	
strategies to block traffic from known and unknown IP	
addresses, domains, and URLs	
• Monitoring of network traffic using the interactive web	
interface and firewall reports	
Configuration and management of SD-WAN	
Documentation & Media:	
All equipment and software shall be supplied with the	
standard manufacturer documentation, on any electronic	
storage media and hard copy version where available.	
Installation Guide	
Manufacturer's documentation	
• Complete documentation of the configured	
appliance/equipment	
 Training Plan and Manual 	
Warranty and Maintenance:	
The Service Provider shall provide a complete warranty on	
the appliance and its components, and onsite labor for three	
(3) years from the date of the Operational Acceptance	
Certificate. All warranty parts shall be of equal or better	
quality and must be the same brand as the originally	
provided. In case the replacement parts are not available, the	
Solution Provider shall provide a spare unit/ appliance that is	
equal or higher NGFW appliance to DPWH within 48 hours	
until the replacement parts are made available.	
· · · · · · · · · · · · · · · · · · ·	
The Solution Provider shall provide software maintenance	
for three (3) years from the date of Operational Certificate.	

The maintenance shall include software updates, upgrades	
and bug fixes to ensure that all licenses are functioning within	
the maintenance period.	
Technical support:	
The Solution Provider shall provide technical support from	
the Manufacturer and local partner consisting of unlimited	
phone call email, and onsite visit with 24x7 availability with	
a response time of less than 4 hours upon receipt of incident	
request.	
Technical Support Engineer shall validate and confirm that	
the firmware updates/upgrades are fully compatible with the	
supplied appliance and shall continuously checks to	
guarantee the supplied appliance is operational following the	
updates/upgrades.	
1 10	
Technical Support Engineer is required to render the	
following:	
• Quarterly on-site visit or as needed	
• Run appliance and system health checks	
• Perform appliance and system diagnosis	
• Provide status/incident reports for reported issues or	
problems	
 Apply patch upgrades and/or version upgrade 	
• Provide corrective measures and remediation without	
additional cost, including but not limited to capacity	
planning and consultation services at no cost.	
Additional Notes:	
The Solution Provider shall include all the necessary services (if	
needed), such as but not limited to installation, and configuration to	
ensure the full functionality of the Network Firewall.	

4.3. Installation and Configuration	
4.3.1. All sites' LEO Satellite connectivity and Next G Firewall shall be delivered, installed and configured in the table of activities below. The detailed impler plan, schedules and activities must be documented in which will be submitted for approval to the DPWH pr start of the installation and configuration activities.	as shown mentation n the PIP,
	Period
i. All Sites: a. Installation, configuration and testing b. Issuance of Installation and Configuration Certificate (ICC) c. Operational Acceptance d. Issuance of Operational Acceptance Certificate (OAC)	60 cd
ii. Issuance of Overall Operational Acceptance Certificate (OOAC)	5 cd
TOTAL	65 cd
4.3.2. The Service Provider shall deliver, install and com LEO Satellite and Next Generation Firewall at the DF listed in Appendix B.	WH sites
4.3.3. The Service Provider, in coordination with the II configure all the features of the Next Generation Firev on the available licenses. The Next Generation Firev be connected to the LEO Satellite router and confi Site-to-Site VPN to connect to the DPWH Comm	vall based wall shall gured for
Network.	
4.3.4. The Service Provider shall comply and bear the c incurred, with the health protocols being imposed on	

4.3.5. The Service Provider shall be held li	
may occur during the installation and	l shall rectify all issues
without additional cost to DPWH.	
4.3.6. The Service Provider shall provide	all the necessary tools,
connectors, cables, and accessories to	connect its facilities to
the Department's equipment.	
4.3.7. The Department shall issue an Instal	lation and Configuration
Certificate per Site within five (5) cd	after the installation and
configuration have been successfully of	completed and passed all
the required WAN connectivity testi	ng (with submitted test
results).	
4.4. Testing	
4.4.1. The Service Provider must conduct	a speed test that displays
asymmetrical upload and download s	1 1 1
bandwidth provided	
4.4.2. The Service Provider must comply	with the DPWH's end-
user test such as browsing, video s	
uploading, file transfer, VPN connect	
etc. without any disconnection from	
minimum duration of two (2) hours.	
5. OPERATIONAL ACCEPTANCE	and OVERALL
OPERATIONAL ACCEPTANCE CERTIFI	CATE
5.1. Operational Acceptance	
5.1.1. The Operational Acceptance shall b	e on a per Site basis . A
five (5) cd Operational Acceptance	•
upon completion of the installation a	-
Service Provider and issuance of	
Configuration Certificate by the	
č	
Provider shall remediate the issues a	
five (5) cd Operational Acceptance upon completion of the installation a Service Provider and issuance of Configuration Certificate by the performance issues encountered during	period shall commence nd configuration by the the Installation and DPWH. If there are g this period, the Service

another five (5) cd period shall commence upon remediation of	
the issues.	
5.1.2. DPWH shall issue the Operational Acceptance Certificate to	
the Service Provider within four (4) cd after successfully	
completing the 5-calendar days (continuous) Operational	
Acceptance period.	
5.2. Overall Operational Acceptance	
5.2.1. For LOT 1, the Overall Operational Acceptance (OOA) shall	
be conducted in the following stages:	
Stages Requirements	
1 st OOA Sites are 20% completed	
2 nd OOA Sites are 40% completed	
3 rd OOA Sites are 60% completed	
4 th OOA Sites are 80% completed	
5 th OOA Sites are 100% completed	
5.2.2. For LOT 2, the Overall Operational Acceptance (OOA) shall	
be conducted upon the completion of all sites.	
5.2.3. An Overall Operational Acceptance Certificate shall be	
issued to the Service Provider within five (5) cd upon	
successfully completing the following:	
5.2.3.1. Issuance of Installation and Configuration Certificate	
per site by the DPWH.	
5.2.3.2. Issuance of Operational Acceptance Certificate per	
site by the DPWH.	
5.2.3.3. Submission of documentations, configurations,	
diagrams including trace routes and IP addresses by the	
Service Provider. All submitted documents and diagrams	
shall be approved and signed by the Project Manager.	
6. TECHNICAL SUPPORT	

Technical support shall include unlimited toll-free telephone and mobile	
phone (within the Philippines), 24 hours per day, 7 days a week, and	
email contact for 9 hours per day (from 7:00 am to 5:00 pm), 6 days a	
week (Monday through Saturday) for problem resolution. Support shall	
have a response time of less than 4 hours.	

(Name of Bidder/Company)

(Signature Over Printed Name of Authorized Representative)

(Legal Capacity)

APPENDIX A – LIST OF DPWH SITES

LOT 1 – WIRED / IP RADIO SITES					
NO.	OFFICE (RO/DEO	REGION	LOCATION	REQUIRED BANDWIDTH (Mbps)	
1	Central Office (Backhaul)	СО	Bonifacio Drive Port Area, 652 Zone 068, Manila, 1018 Metro Manila	6000	
2	Central Office Internet Service	CO	Bonifacio Drive Port Area, 652 Zone 068, Manila, 1018 Metro Manila	1000	
3	Central Office Internet Service (for Site-to Site- VPN)	CO	Bonifacio Drive Port Area, 652 Zone 068, Manila, 1018 Metro Manila	500	
4	Bureau of Research and Standard (BRS)	CO	EDSA, Quezon City	50	
5	NCR Compound	NCR	2nd St., Port Area, Manila	200	
6	Las Pinas-Muntinlupa DEO	NCR	2nd Street Port Area Manila	20	
7	Malabon-Navotas DEO	NCR	C-4 Road, Bagumbayan North, Navotas City	20	
8	Metro Manila 1st DEO	NCR	West Bank Road Manggahan Floodway Rosario, Pasig City	20	
9	Metro Manila 2nd DEO	NCR	Dr. A. Santos Ave. corner West Service Access Road, Sucat Parañaque City	20	
10	Metro Manila 3rd DEO	NCR	APDC-Compound, R. Valenzuela Extension, Marulas, Valenzuela City	20	
11	North Manila DEO	NCR	Nagtahan, Manila	20	
12	Quezon City 1st DEO	NCR	Sta. Catalina St. Brgy. Holy Spirit, Quezon City	20	
13	Quezon City 2nd DEO	NCR	790 EDSA, Quezon City	20	

LOT 1	LOT 1 – WIRED / IP RADIO SITES				
NO.	OFFICE (RO/DEO	REGION	LOCATION	REQUIRED BANDWIDTH (Mbps)	
14	South Manila DEO	NCR	8th Street, corner Bonifacio Drive, Port Area, Manila	20	
15	CAR Regional Office	CAR	Engineer's Hill, Baguio City	50	
16	Abra DEO	CAR	Rizal St. Zone 7 , Bangued, Abra	20	
17	Apayao 2nd DEO	CAR	San Isidro Sur, Luna, Apayao, 3813	20	
18	Baguio City DEO	CAR	Engineers Hill, Baguio City, 2600	20	
19	Benguet 1st DEO	CAR	Wangal, La Trinidad, Benguet	20	
20	Lower Kalinga DEO	CAR	Bulanao, Tabuk City, Kalinga	20	
21	Upper Kalinga DEO	CAR	Bulanao, Tabuk City, Kalinga	20	
22	Region 1 Regional Office	1	Aguila Road, Sevilla, San Fernando City, La Union	50	
23	Ilocos Norte 1st DEO	1	Airport Avenue, Brgy. 43 Cavit, Laoag City	20	
24	Ilocos Norte 2nd DEO	1	Brgy 20 Sn Pablo, Sn Nicolas, Ilocos Norte	20	
25	Ilocos Sur 1st DEO	1	cor. Rizal & Vigan-Sn Vicente Rd., Bantay, Ilocos Sur	20	
26	Ilocos Sur 2nd DEO	1	Brgy. Calaoa-an, Candon City, Ilocos Sur	20	
27	La Union 1st DEO	1	Lingsat, San Fernando, La Union	20	
28	La Union 2nd DEO	1	Natividad, Naguilian, La Union	20	
29	Pangasinan 1st DEO	1	Alaminos, Pangasinan	20	

LOT 1 – WIRED / IP RADIO SITES					
NO.	OFFICE (RO/DEO	REGION	LOCATION	REQUIRED BANDWIDTH (Mbps)	
30	Pangasinan 2nd DEO	1	Alvear ,Lingayen, Pangasinan	20	
31	Pangasinan 3rd DEO	1	Rosales, Pangasinan	20	
32	Pangasinan 4th DEO	1	Sta. Barbara, Pangasinan	20	
33	Region 2 Regional Office	2	Regional Government Center, Carig Sur Tuguegarao City, Cagayan	50	
34	Cagayan 1st DEO	2	Aparri, Cagayan	20	
35	Cagayan 2nd DEO	2	Libertad, Abulug, Cagayan	20	
36	Cagayan 3rd DEO	2	Tuguegarao City, Cagayan	20	
37	Isabela 1st DEO	2	Ilagan, Isabela	20	
38	Isabela 2nd DEO	2	Roxas, Isabela	20	
39	Isabela 3rd DEO	2	Cauayan City, Isabela	20	
40	Isabela 4th DEO	2	San Isidro, Isabela	20	
41	Nueva Vizcaya 1st DEO	2	Bayombong, Nueva Vizcaya	20	
42	Nueva Vizcaya 2nd DEO	2	Malasin, Dupax del Norte, Nueva Vizcaya	20	
43	Quirino DEO	2	Cabarroguis, Quirino	20	
44	Region 3 Regional Office	3	Sindalan, San Fernando, Pampanga	50	
45	Aurora DEO	3	Barangay Reserva, Baler, Aurora	20	

LOT 1 – WIRED / IP RADIO SITES				
NO.	OFFICE (RO/DEO	REGION	LOCATION	REQUIRED BANDWIDTH (Mbps)
46	Bataan 1st DEO	3	Orani, Bataan	20
47	Bataan 2nd DEO	3	Balanga, Bataan	20
48	Bulacan Sub DEO	3	Graceville Subdivision, Brgy. Tambubong, San Rafael Bulacan	20
49	Bulacan 1st DEO	3	Tikay, City of Malolos, Bulacan	20
50	Bulacan 2nd DEO	3	Pulong Buhangin, Sta. Maria ,Bulacan	20
51	Nueva Ecija 1st DEO	3	Talavera, Nueva Ecija	20
52	Nueva Ecija 2nd DEO	3	San Isidro, Cabanatuan City, Nueva Ecija	20
53	Pampanga 1st DEO	3	Sindalan, City of San Fernando, Pampanga	20
54	Pampanga 2nd DEO	3	San Antonio, Guagua, Pampanga	20
55	Pampanga 3rd DEO	3	Angeles City, Pampanga	20
56	Tarlac I DEO	3	Parsolingan,Gerona, Tarlac	20
57	Tarlac 2nd DEO	3	Brgy. San Francisco, Concepcion, Tarlac	20
58	Zambales 1st DEO	3	Iba, Zambales	20
59	Zambales 2nd DEO	3	Castillejos, Zambales	20
60	Region 4-A Regional Office	4A	Mayapa, Calamba City	50
61	Batangas 1st DEO	4A	Brgy. Lanatan, Balayan, Batangas	20

LOT 1 – WIRED / IP RADIO SITES				
NO.	OFFICE (RO/DEO	REGION	LOCATION	REQUIRED BANDWIDTH (Mbps)
62	Batangas 2nd DEO	4A	Kumintang Ilaya, Batangas City	20
63	Batangas 3rd DEO	4A	J. Gonzales St,, Tanauan City, Batangas	20
64	Batangas 4th DEO	4A	Balintawak St., Lipa City	20
65	Cavite 1st DEO	4A	Brgy. De Ocampo, Trece Martires City	20
66	Cavite 2nd DEO	4A	Manggas II, Alfonso, Cavite	20
67	Cavite 3rd DEO	4A	Carmona, Cavite	20
68	Laguna 1st DEO	4A	Manuel L. Quezon Ave., Brgy. Callios, Sta. Cruz, Laguna	20
69	Laguna 2nd DEO	4A	Brgy. Bambang, Los Baños, Laguna	20
70	Laguna 3rd DEO	4A	Marflor Subd., Brgy. Del Remedio San Pablo City	20
71	Quezon 1st DEO	4A	Brgy. Abang, Lucban	20
72	Quezon 2nd DEO	4A	Dalahican Road, Lucena City	20
73	Quezon 3rd DEO	4A	Brgy. 10, Catanauan, Quezon	20
74	Quezon 4th DEO	4A	Brgy. Panikihan, Gumaca, Quezon	20
75	Rizal 1st DEO	4A	Binangonan Gov't. Ctr. Calumpang, Binangonan, Rizal	20
76	Rizal 2nd DEO	4A	Westbak Road, Manggahan Floodway, Rosario, Pasig	20
77	Region 4-B Regional Office	4B	EDSA, Quezon City	50

LOT 1 – WIRED / IP RADIO SITES				
NO.	OFFICE (RO/DEO	REGION	LOCATION	REQUIRED BANDWIDTH (Mbps)
78	Marinduque DEO	4B	Boac, Marinduque	20
79	Mindoro Occidental DEO	4B	Mamburao, Mindoro Occidental	20
80	Mindoro Oriental DEO	4B	Calapan City, Mindoro Oriental	20
81	Palawan 1st DEO	4B	Roxas, Palawan	20
82	Palawan 2nd DEO	4B	National Highway Brgy.Antipuluan, Narra Palawan	20
83	Palawan 3rd DEO	4B	Puerto Princesa City	20
84	Palawan Satellite Office	4B	Coron, Palawan	20
85	Romblon DEO	4B	Odiongan, Romblon	20
86	Southern Mindoro DEO	4B	Roxas, Mindoro Oriental	20
87	Region 5 Regional Office	5	Rawis, Legaspi City	50
88	Albay 1st DEO	5	Airport Site, Legaspi City	20
89	Albay 2nd DEO	5	RES Bldg., Airport Site, Cruzada, Legaspi City	20
90	Albay 3rd DEO	5	Paulog, Ligao city	20
91	Camarines Norte DEO	5	F. Pimentel Ave., Brgy 2, Daet, Camarines Norte	20
92	Camarines Sur 1st DEO	5	Baras, Canaman, Camarines Sur	20
93	Camarines Sur 2nd DEO	5	Baras, Canaman, Camarines Sur	20

LOT 1 – WIRED / IP RADIO SITES				
NO.	OFFICE (RO/DEO	REGION	LOCATION	REQUIRED BANDWIDTH (Mbps)
94	Camarines Sur 3rd DEO	5	Baras, Canaman, Camarines Sur	20
95	Camarines Sur 4th DEO	5	Brgy. Caraycayon, Tigaon, Camarines Sur	20
96	Camarines Sur 5th DEO	5	Sta. Teresita, Baao, Camarines Sur	20
97	Catanduanes DEO	5	San isidro Village, Virac, Catanduanes	20
98	Masbate 2nd DEO	5	Masbate City	20
99	Masbate 3rd DEO	5	Dimasalang, Masbate City	20
100	Sorsogon 1st DEO	5	Sorsogon City	20
101	Sorsogon 2nd DEO	5	Brgy Payawin, Gubat, Sorsogon	20
102	Region 6 Regional Office	6	Fort San Pedro, Iloilo City	50
103	Aklan DEO	6	Kalibo, Aklan	20
104	Antique DEO	6	Rep. Salazar St., San Jose, Antique	20
105	Capiz 1st DEO	6	Roxas City, Capiz	20
106	Capiz 2nd DEO	6	Dumalag, Capiz	20
107	Guimaras DEO	6	Jordan, Guimaras	20
108	Iloilo 1st DEO	6	Fort San Pedro, Iloilo City	20
109	Iloilo 2nd DEO	6	Balabag, Dumangas, Iloilo	20

LOT 1 – WIRED / IP RADIO SITES				
NO.	OFFICE (RO/DEO	REGION	LOCATION	REQUIRED BANDWIDTH (Mbps)
110	Iloilo 3rd DEO	6	Barotac, Viejo	20
111	Iloilo 4th DEO	6	Bolong Este, Sta. Barbara, Iloilo	20
112	Iloilo City DEO	6	Fort San Pedro, Iloilo City	20
113	Negros Occidental 1st DEO	6	Talisay City, Negros Occidental	20
114	Negros Occidental 2nd DEO	6	Binalbagan,Negros Occidental	20
115	Negros Occidental 3rd DEO	6	Kabankalan City, Negros Occidental	20
116	Negros Occidental 4th DEO	6	Bago City, Negros Occidental	20
117	Negros Occidental 5th DEO	6	Center Mall Building, FC Ledesma Avenue, San Carlos City, Negros Occidental (temporary location)	20
118	Bacolod City DEO	6	Bacolod City	20
119	Region 7 Regional Office	7	South Road Properties, Cebu City	50
120	Bohol 1st DEO	7	Tagbilaran City	20
121	Bohol 2nd DEO	7	Ubay, Bohol	20
122	Bohol 3rd DEO	7	Guindulman, Bohol	20
123	Cebu 1st DEO	7	Medellin, Cebu	20
124	Cebu 2nd DEO	7	Lawa-an, Talisay City, Cebu	20

LOT 1 – WIRED / IP RADIO SITES				
NO.	OFFICE (RO/DEO	REGION	LOCATION	REQUIRED BANDWIDTH (Mbps)
125	Cebu 3rd DEO	7	Toledo City, Cebu	20
126	Cebu 4th DEO	7	Dalaguete, Cebu	20
127	Cebu 5th DEO	7	Danao, Cebu	20
128	Cebu 6th DEO	7	A.C. Cortes Avenue,Mandaue City	20
129	Cebu 7th DEO	7	Dalaguete, Cebu	20
130	Cebu City DEO	7	V. Sotto St., Cebu City	20
131	Negros Island Region (NIR)	7	To be provided once available	50
132	Negros Oriental 1st DEO	7	Bindoy, Negros Oriental	20
133	Negros Oriental 2nd DEO	7	Sibulan, Negros Oriental	20
134	Negros Oriental 3rd DEO	7	Siaton, Negros Oriental	20
135	Siquijor DEO	7	Larena, Siquijor	20
136	Region 8 Regional Office	8	Government Center, Baras, Palo, Leyte	50
137	Eastern Samar DEO	8	Borongan City, Eastern Samar	20
138	Northern Samar 1st DEO	8	Catarman, Northern Samar	20
139	Leyte 1st DEO	8	Tacloban City	20
140	Leyte 2nd DEO	8	Barugohay Central Carigara, Leyte	20

LOT 1	LOT 1 – WIRED / IP RADIO SITES			
NO.	OFFICE (RO/DEO	REGION	LOCATION	REQUIRED BANDWIDTH (Mbps)
141	Leyte 4th DEO	8	Ormoc City	20
142	Leyte 5th DEO	8	Baybay, Leyte	20
143	Samar 1st DEO	8	Calbayog City	20
144	Samar 2nd DEO	8	Brgy. Guindapunan, Catbalogan, Samar	20
145	Southern Leyte DEO	8	Ibarra, Maasin City, Southern Leyte	20
146	Southern Leyte 2nd DEO	8	Sogod, Southern Leyte	20
147	Tacloban City DEO	8	Tacloban City	20
148	Region 9 Regional Office	9	Veterans, Ave. Ext., Tetuan, Zamboanga City	50
149	Zamboanga City DEO	9	MCLL Highway, Divisoria, Zamboanga City	20
150	Zamboanga del Norte 1st DEO	9	Sta. Isabel Dipolog City, Zamboanga del Norte	20
151	Zamboanga del Norte 2nd DEO	9	Osukan, Labason, Zamboanga del Norte	20
152	Zamboanga del Norte 3rd DEO	9	Segabe, Piñan, Zamboanga del Norte	20
153	Zamboanga del Sur 1st DEO	9	Balangasan District, Rizal Ave., Pagadian City	20
154	Zamboanga del Sur 2nd DEO	9	Guipos, Zamboanga del Sur	20

LOT 1 – WIRED / IP RADIO SITES				
NO.	OFFICE (RO/DEO	REGION	LOCATION	REQUIRED BANDWIDTH (Mbps)
155	Zamboanga Sibugay 1st DEO	9	Diplahan, Zamboanga Sibugay	20
156	Zamboanga Sibugay 2nd DEO	9	Ipil, Zamboanga Sibugay	20
157	Region 10 Regional Office	10	Engineer's Hill, Bulua, Cagayan de Oro City	50
158	Bukidnon 1st DEO	10	Malaybalay City, Bukidnon	20
159	Bukidnon 2nd DEO	10	Pinamaloy, Don Carlos, Bukidnon	20
160	Bukidnon 3rd DEO	10	Dicklum, Manolo Fortich, Bukidnon	20
161	Bukidnon Sub DEO	10	Regional Office X Compound, Engineer Hills Bulua, Cagayan de Oro City	20
162	Cagayan de Oro City 1st DEO	10	Bulua, Cagayan De Oro City	20
163	Cagayan de Oro City 2nd DEO	10	Macabalan, cagayan de oro city	20
164	Camiguin DEO	10	Mambajao, Camiguin	20
165	Iligan City DEO	10	0054 Seminary Drive, Del Carmen, Iligan City	20
166	Lanao del Norte 1st DEO	10	Seminary Drive, Del Carmen, Iligan City	20
167	Lanao del Norte 2nd DEO	10	Seminary Drive, Del Carmen, Iligan City	20
168	Misamis Occidental 1st DEO	10	Lower Lamac, Capitol Drive, Oroquieta City 7207	20

LOT 1 – WIRED / IP RADIO SITES				
NO.	OFFICE (RO/DEO	REGION	LOCATION	REQUIRED BANDWIDTH (Mbps)
169	Misamis Occidental 2nd DEO	10	Purok 4, Sta. Maria, Tangub City	20
170	Misamis Oriental 1st DEO	10	Purok 26, Saa Estate, Gingoog City	20
171	Misamis Oriental 2nd DEO	10	F. Balase St., Poblacion, El Salvador City Misamis Oriental 9017	20
172	Region 11 Regional Office	11	Ramon Magsaysay Avenue, Davao City	50
173	Davao de Oro DEO	11	Humabon St., Purok 18 Poblacion Nabunturan, Compostela Valley	20
174	Davao City 1st DEO	11	L.M. Guerrero St., Davao City	20
175	Davao City 2nd DEO	11	Tirol St., Tugbok, Davao City	20
176	Davao City Sub DEO	11	L.M. Guerrero St. Brgy. 29-C Davao City	20
177	Davao del Norte DEO	11	Km.48 Brgy. Canocotan,Tagum City Davao del Norte	20
178	Davao del Sur DEO	11	Lapu-Lapu St., Brgy. Zone 3, Digos City, Davao del Sur	20
179	Davao Occidental DEO	11	National Highway, Brgy. Buhangin, Malita, Davao del Sur	20
180	Davao Oriental 1st DEO	11	Baganga, Davao Oriental	20
181	Davao Oriental 2nd DEO	11	Mati-ao, City of Mati, Davao Oriental	20
182	Region 12 Regional Office	12	Mabini St. corner Alunan Avenue, Korondal City	50
183	Cotabato City DEO	12	To be provided once available	20
184	Cotabato 1st DEO	12	Villarica, Midsayap, North Cotabato	20

LOT 1 – WIRED / IP RADIO SITES				
NO.	OFFICE (RO/DEO	REGION	LOCATION	REQUIRED BANDWIDTH (Mbps)
185	Cotabato 2nd DEO	12	Lanao, Kidapawan City, North Cotabato	20
186	Cotabato 3rd DEO	12	Kidapawan City, North Cotabato (temporary location)	20
187	Sarangani DEO	12	Alabel, Sarangani Province	20
188	South Cotabato 1st DEO	12	General Santos City	20
189	South Cotabato 2nd DEO	12	Koronadal City	20
190	Sultan Kudarat 1st DEO	12	Isulan, Sultan Kudarat	20
191	Region 13 Regional Office	13	J. Rosales Avenue, Butuan City	50
192	Agusan del Norte DEO	13	J. Rosales Avenue, Butuan City	20
193	Agusan del Sur 1st DEO	13	Government Center, Patin-ay, Prosperidad, Agusan del Sur	20
194	Agusan del Sur 2nd DEO	13	Brgy. Karaus, San Francisco, Agusan del Sur	20
195	Butuan City DEO	13	R. Palma St., Brgy. Dagohoy, Butuan City	20
196	Dinagat Islands DEO	13	P-2, Cuarinta, San Jose, DInagat Islands	20
197	Surigao del Norte 1st DEO	13	Catabaan, Dapa, Surigao del Norte	20
198	Surigao del Norte 2nd DEO	13	Gov. Jose Sering Rd. x Capitol Rd., Brgy. Washington, Surigao City	20
199	Surigao del Sur 1st DEO	13	Capitol Hills, Telaje, Tandag City, Surigao del Sur	20
200	Surigao del Sur 2nd DEO	13	P-13, Mancarogo, Brgy. Poblacion, Bislig City	20

APPENDIX B – LIST OF DPWH SITES

LOT 2	LOT 2 – LEO SATELLITE SITES				
NO.	OFFICE (RO/DEO)	REGION	LOCATION	REQUIREMENT	
1	Apayao 1st DEO	CAR	Conner, Apayao	LEO Satellite and NGFW	
2	Benguet 2nd DEO	CAR	Natubleng, Bugias, Benguet	LEO Satellite and NGFW	
3	Ifugao 1st DEO	CAR	Poblacion North, Lagawe, Ifugao	LEO Satellite and NGFW	
4	Ifugao 2nd DEO	CAR	Galunugon, Aguinaldo, Ifugao	LEO Satellite and NGFW	
5	Mountain Province 1st DEO	CAR	Lower Caluttit, Bontoc, Mt. Province	LEO Satellite and NGFW	
6	Mountain Province 2nd DEO	CAR	DENR Compound, Poblacion, Paracelis, Mt. Province (temporary location) Saliok, Natonin, Mountain Province (new location)	LEO Satellite and NGFW	
7	Batanes DEO	2	Basco, Batanes	LEO Satellite and NGFW	
8	Masbate 1st DEO	5	San Fernando, Masbate	LEO Satellite and NGFW	
9	Biliran DEO	8	Naval, Biliran	LEO Satellite and NGFW	
10	Leyte 3rd DEO	8	Villaba, Leyte	LEO Satellite and NGFW	
11	Northern Samar 2nd DEO	8	Brgy. Burabud, Laoang Northern Samar	LEO Satellite and NGFW	
12	Isabela City DEO	9	Tabuk, Isabela City, Basilan	LEO Satellite and NGFW	
13	Zamboanga Del Norte 4th DEO	9	To be provided once available	LEO Satellite and NGFW	
14	Sultan Kudarat 2nd DEO	12	Lebak, Sultan Kudarat	LEO Satellite and NGFW	

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);

Note: All legal documents indicated in the said Certificate must be current and updated.

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; and

- (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);

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

Financial Documents

(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;

or

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

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

- (i) [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.
- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; and
- (b) Original of duly signed and accomplished Price Schedule(s).

BID FORM

Date : _____ Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of of agentCurrencyCommission or gratuity

(if none, state "None")]

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

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

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

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

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

Jame:
egal capacity:
ignature:
Duly authorized to sign the Bid for and behalf of:
Date:

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the BDs. <u>Winning bidder agrees that</u> <u>additional contract documents or information prescribed by the GPPB</u> <u>that are subsequently required for submission after the contract</u> <u>execution, such as the Notice to Proceed, Variation Orders, and</u> <u>Warranty Security, shall likewise form part of the Contract.</u>
- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, <u>by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;</u>
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. <u>In case advance payment was made or given, failure to perform or deliver any of the</u> obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.
- **IN WITNESS WHEREOF**, I have hereunto set my hand this ____ day of ____, 20___ at ____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant [Jurat] [Format shall be based on the latest Rules on Notarial Practice]

Bank Guarantee Form for Advance Payment

To: [name and address of PROCURING ENTITY] [name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Price Schedule for Goods Offered from Abroad (shall be submitted with the Bid if Bidder is offering goods from Abroad)

For Goods Offered from Abroad

Name of Bidder _____ Project ID No.____ Page ___of___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit Price CIF port of Entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (Col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit Price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name:

Legal Capacity: _____

Signature: _____

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

For Goods Offered from Within the Philippines

Name of Bidder					Projec	et ID No	Pageof		
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

Department of Public Works and Highways

Statement of Single Largest Completed Contract which are Similar in Nature

Business Name:

Business Address:

Name of Contract	a. Agency's Name: b. Address: c. Telephone No.	Type of Product Delivered	No. of Units	Description	a. b. c.	Amount as Completion	a. Date Awarded b. Contract Effectivity c. Date Completed
<u>Government</u>	•						· ·
<u>Private</u>							

NOTE:

A. This statement shall be supported with, End-user's Acceptance OR Official Receipt/s OR Sales Invoice issued for the contract.

B. The bidders shall fill-up and submit this form for every item to be bid

Submitted by: ________________(Printed Name & Signature)

Legal Capacity:

Date:

"Form No. 1"

Department of Public Works and Highways

Statement of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name: ______ Business Address: ______

Name of Contract /	a. Owner's Name:b. Address:c. Telephone No.	Type of Product to be Delivered	No. of Units	a. b. c.	Amount as Completion	Deliv Ur Planned	its I	Value of Outstanding Works / Undelivered Porion
Government								
<u>Private</u>								
						Total	Cost	

Submitted by: ________(Printed Name & Signature)

Legal Capacity:_____

Date:

"Form No. 2"

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

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

NFCC = P _____

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

"Form No. 3"

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

