REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
ROXAS BOULEVARD CORNER P. OCAMPO SR. STREET
MANILA 1004

Procurement of Cyber Defense Solution, and Supply, Delivery, Installation and Configuration of Information Technology Service Management (ITSM) Solution

June 2024
IB No. 2024-05-G

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

a.   All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b.   Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c.   This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d.   The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

e.   Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f.   For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

   a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;

   b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;

   c. The deadline for the submission and receipt of bids; and

   d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID FOR THE PROCUREMENT OF CYBER DEFENSE SOLUTION, AND SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION

1. The **Department of Finance**, through the **General Appropriations Act of 2024** intends to apply the sum of **Twenty-Eight Million Five Hundred Thousand Pesos (₱28,500,000.00)** being the ABC to payments under the contract for the Project, **Procurement of Cyber Defense Solution, and Supply, Delivery, Installation and Configuration of Information Technology Service Management (ITSM) Solution – IB No. 2024-05-G** with the following lots:

Lot No.	Description	ABC (₱)
1	Cyber Defense Solution	17,500,000.00
2	Information Technology Service Management Solution	11,000,000.00
TOTAL		**28,500,000.00**

    Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The **Department of Finance** now invites bids for the above Procurement Project. Delivery of the Goods is required **within thirty (30) and sixty (60) calendar days from receipt of the Notice to Proceed for Lot 1 and Lot 2, respectively.** Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (2016 Revised-IRR) of Republic Act (RA) No. 9184.

    Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the DOF BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 4:00 PM.

5. A complete set of Bidding Documents may be acquired by the interested bidders on **June 29 to July 22, 2024** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amounts:

Lot No.	Description	Bidding Fee (₱)
1	Cyber Defense Solution	17,500.00
2	Information Technology Service Management Solution	11,000.00
	TOTAL	**28,500.00**

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

6. The **Department of Finance** will hold a Pre-Bid Conference on **July 9, 2024, 10:30 AM** through video conferencing or webcasting *via* **Google Meet.** Interested bidders may send a letter of intent containing names and email addresses of participants, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below or electronic submission through our Cloud-Based Electronic Procurement System on or before **July 22, 2024, 9:30 AM**. Late bids shall not be accepted.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on **July 22, 2024, 10:00 AM** at the **DOF Library, G/F DOF Building, Roxas Boulevard, Malate, Manila** and/or via **Google Meet.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The Schedule of bidding activities is as follows:

ACTIVITIES	SCHEDULE
Advertisement/Posting of Invitation to Bid	June 29, 2024
Issuance and Availability of Bidding Documents	June 29, 2024 – July 22, 2024
Pre-Bid Conference	July 9, 2024, 10:00 AM
Last Day of Request for Clarification	July 12, 2024 (by email)
Last Day for Issuance of Supplemental Bid Bulletin	July 15, 2024
Deadline for Submission of Bids	July 22, 2024, 9:30 AM
Opening of Bids	July 22, 2024, 10:00 AM

11. The **Department of Finance** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12.   For further information, please refer to:

        Ms. Eden C. Zamora
        Head, BAC Secretariat
        DOF BAC Secretariat, Procurement Management Division
        7/F EDPC Building, BSP Complex, Roxas Boulevard, Manila
        Email Address: bac@dof.gov.ph
        Telephone No.: 5317-6363 loc. 2189 or 2191
        Website: www.dof.gov.ph

13.   You may visit the following websites:

        For downloading of Bidding Documents: https://www.dof.gov.ph/about/procurement/

        For online bid submission: The link will be shared upon purchase of bidding
        documents.

        DAKILA ELTEEN M. NAPAO
        Assistant Secretary and DOF BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **Department of Finance** wishes to receive Bids for the Project, **Procurement of Cyber Defense Solution, and Supply, Delivery, Installation and Configuration of Information Technology Service Management (ITSM) Solution**, with identification number **IB No. 2024-05-G**.

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 **2024** in the amount of **Twenty-Eight Million Five Hundred Thousand Pesos (₱28,500,000.00)**.

2.2. The source of funding is: **NGA, the General Appropriations Act.**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

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

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 not allowed.**

7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* 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. *[If subcontracting is allowed during the contract implementation stage, state:]* 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 the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9.   Clarification and Amendment of Bidding Documents

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

10.   Documents comprising the Bid: Eligibility and Technical Components

10.1.   The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2.   The Bidder's SLCC as indicated in **ITB** Clause5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.

10.3.   If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11.   Documents comprising the Bid: Financial Component

11.1.   The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2.   If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3.   Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4.   For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in: **Philippine Pesos.**

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] 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**.

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[1] In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the bid opening**. 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 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

   a. Information that specifies and complements provisions of the ITB must be incorporated.

   b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	

5.3	For this purpose, contracts similar to the Project shall be:
	
	    a. **Lot 1 – Procurement of Cyber Defense Solution (with Managed SOC)**
	         Lot 2 – Procurement of ITSM Solution
	
	    b. Completed within **five (5) years** prior to the deadline for the submission and receipt of bids.

7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.

14.1	The bid security shall be in the form of a **Bid Securing Declaration**, or any of the following forms and amounts:
	
	    a. The amount of not less than **Three Hundred Fifty Thousand Pesos (₱350,000.00) for Lot 1** and **Two Hundred Twenty Thousand Pesos (₱220,000.00) for Lot 2** *[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 **Eight Hundred Seventy-Five Thousand Pesos (₱875,000.00) for Lot 1** and **Five Hundred Fifty Thousand Pesos (₱550,000.00) for Lot 2** *[5% of ABC]* if bid security is in Surety Bond.

15	**Sealing and Markings of Envelopes**: Each bidder must submit **one (1) original and/or certified true copy of the original documents of the technical and financial components** and may submit **two (2) photocopies thereof.** Original eligibility and technical documents, and its copies, shall be enclosed in one sealed envelope containing the markings: <table><tr><td>TECHNICAL COMPONENT **LOT 1 – PROCUREMENT OF CYBER DEFENSE SOLUTION** **LOT 2 – SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION** [COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS & TELEPHONE NUMBER] ASSISTANT SECRETARY DAKILA ELTEEN M. NAPAO CHAIRPERSON DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE ROXAS BOULEVARD, MANILA IB NO. 2024-05-G DO NOT OPEN BEFORE: **JULY 22, 2024, 10:00 AM** ☐ Original – Technical Component ☐ Copy No. 1 – Technical Component ☐ Copy No. 2 – Technical Component</td></tr></table>

Original financial components and its copies, shall be enclosed in one sealed envelope containing the markings:

FINANCIAL COMPONENT

LOT 1 – PROCUREMENT OF CYBER DEFENSE SOLUTION
LOT 2 – SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF INFORMATION
TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS & TELEPHONE NUMBER]

ASSISTANT SECRETARY DAKILA ELTEEN M. NAPAO
CHAIRPERSON
DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE
ROXAS BOULEVARD, MANILA

IB NO. 2024-05-G

DO NOT OPEN BEFORE:
JULY 22, 2024, 10:00 AM

☐ Original – Financial Component
☐ Copy No. 1 – Financial Component
☐ Copy No. 2 – Financial Component

All envelopes shall then be enclosed in a main envelope containing the markings:

LOT 1 – PROCUREMENT OF CYBER DEFENSE SOLUTION
LOT 2 – SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF INFORMATION
TECHNOLOGY SERVICE MANAGEMENT (ITSM) SOLUTION

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS & TELEPHONE NUMBER]

ASSISTANT SECRETARY DAKILA ELTEEN M. NAPAO
CHAIRPERSON
DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE
ROXAS BOULEVARD, MANILA

IB NO. 2024-05-G

DO NOT OPEN BEFORE:
JULY 22, 2024, 10:00 AM

19.3	**Procurement of Cyber Defense Solution, and Supply, Delivery, Installation and Configuration of Information Technology Service Management (ITSM) Solution**		
	Lot No.	**Description**	**ABC (₱)**
	1	**Cyber Defense Solution**	17,500,000.00
	2	**Information Technology Service Management Solution**	11,000,000.00
		TOTAL	**28,500,000.00**

20.2	Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements or its equivalent:
	(a) Latest Income Business Tax Returns filed through the Electronic Filing and Payments System (EFPS):
	1. Annual Income Tax Return (BIR Form 1702) for CY 2022 and CY 2023; and
	2. Proof of VAT payments filed for CY 2024:
	March 2550Q 2024
	June 2550Q 2024
	(b) BIR Tax Registration Certificate (BIR Form 2303).

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

5.1   In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2   The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6.   Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

    a. Information that complements provisions of the GCC must be incorporated.

    b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: The delivery terms applicable to the Contract are DDP delivered to the Department of Finance. In accordance with INCOTERMS. The delivery terms applicable to this Contract are delivered to the Department of Finance. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is personnel from Procurement Management Division. **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. **Spare Parts –** The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

	a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

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

    i.   advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

    ii.   following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **three (3) years**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one (1) month** of placing the order. |
| | **Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. |
| | A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. |

		Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
		Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2	**Payment Terms** The payment terms shall be milestone-based, per identified deliverables subject to validation by the DOF project owner.

Lot 1 – Procurement of Cyber Defense Solution

Description	Delivery Days from Receipt of NTP	Progress
Procurement of Cyber Defense Solution (Security Operations Center Platform) - Formal training and Technology Update on Security Operations for the DOF, Bureaus, Attached Agencies and Government Financial Institutions (GFIs) for at least 40 pax.	30 calendar days	100%

Description	Delivery Days from Receipt of NTP	Progress

Lot 2 - Supply, Delivery, Installation and Configuration of Information Technology Service Management (ITSM) Solution

Description	Delivery Days from Receipt of NTP	Progress
Supply and delivery of Information Technology Service Management (ITSM) Solution	30 calendar days	60%
Installation, Configuration, and Testing of the delivered IT Service Management Solution - Approval of Test Procedures - Actual Testing	50 calendar days	30%
Training and Project Documentation - Formal training with certificate of the proposed IT Service Management Solution for at least five (5) CMIO personnel. - Submission of Project Documentations either softcopy or hard copies of the IT Service Management Solution	60 calendar days	10%

4	Upon request of the Procuring Entity.

Section VI. Schedule of Requirements

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

Lot Number	Description	Quantity	Unit	Delivered, Days
1	**Procurement of Cyber Defense Solution** - Incident Detection & Response Advanced for 1,200 assets - Threat Intelligence Command for 300 Assets - Automated remediation for at least five (5) threat takedown - Inclusive of two (2) monitoring devices	1	Lot	Goods and services must be delivered within **thirty (30) calendar days** upon receipt of the Notice to Proceed by the winning bidder.
2	**Supply, Delivery, Installation and Configuration of Information Technology Service Management (ITSM) Solution** - Service desk tool for 1,200 assets - Vulnerability manager tool for 1,350 assets a. Supply and Delivery of ITSM Solution	1	Lot	Goods and services must be delivered within **thirty (30) calendar days** upon receipt of the Notice to Proceed by the winning bidder.
	b. Installation, Configuration, and Testing of the Delivered ITSM Solution - Approval of Test Procedures - Actual Testing			Goods and services must be delivered within **fifty (50) calendar days** upon receipt of the Notice to Proceed by the winning bidder.
	c. Training and Project Documentation - Formal training with certificate of the proposed ITSM Solution for at least five (5) CMIO personnel - Submission of Project Documentations either soft copy of hard copies of the ITSM Solution			Goods and services must be delivered within **sixty (60) calendar days** upon receipt of the Notice to Proceed by the winning bidder.

Note: In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed on the undelivered item/s.

I hereby certify to comply and deliver all the above requirements.

_____ _____ _____
Name of Company/Bidder   Signature Over Printed Name of Representative   Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical 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.

Item	Specification	Statement of Compliance
1. General Requirements		
Procurement of Cyber Defense Solution, and Supply, Delivery, Installation, and Configuration of Information Technology Service Management (ITSM) Solution	**Lot 1: Cyber Defense Solution** - Incident Detection & Response Advanced for 1,200 assets - Threat Intelligence Command for 300 Assets - Automated remediation for at least five (5) threat takedown - Remote Managed Security Operations Center (MSOC) - Inclusive of two (2) monitoring devices **Lot 2: Information Technology Service Management Solution** - Service desk tool for 1,200 assets - Vulnerability manager tool for 1,350 assets	
Documentation and provision of:	- Architecture design of the proposed solutions and specify all the features they offer - Implementation Plan - Methods of Procedures (MOP) - User Acceptance Test (UAT) - As-built documents - Formal training and knowledge transfer	
The vendor must provide 12 months support and subscription of Cyber Defense Solution and ITSM Solution which includes the following components and capacity:		
Lot 1: Cyber Defense Solution	Must be a platform that acts as the mission control for Security Operations Center (SOC) platform	
	Must be designed to integrate and automate security operations	
	Must allow the DOF team to stop threats faster	
	Must surface real threats hidden across agencies' environment	
	Must provide alert validation, prioritization, and triaging	
	Must manage alert volumes and false positives	
	Must provide an executive dashboard and reports	

	Must have one (1) year subscription and support services	
Security Operation Center Platform		
	Architecture, Performance, and Scalability - The solution must be a Software as a Service (SaaS) - Cyber Defense Solution – Security Operations - Center (SOC) platform - The solution must support a minimum of 1,200 devices with sustainable events per second (EPS) - The solution can store the log files in the cloud - The solution must offer a customizable data retention policy and can retain the incident and non-incident data for one year - The solution can be accessed from a remote location and the connections must be encrypted through a minimum of TLS 1.2 version - The solution must assign role-based privileges to different members of the team through built-in IAM or can be integrated into the DOF Active Directory - The solution must provide end-point visibility through built-in EDR to be installed on end devices on-premise and off-site - The solution must protect data at rest, in transit, and in use, build a behavioral baseline of known good user behavior, timestamp events to support multi-time-zone coverage, facilitate cloud app discovery, scale horizontally to handle any amount of load and it must be filtered and compressed to be bandwidth-efficient - Must have one (1) year subscription and support services	
	User Interface and Administration - The solution must increase the productivity of the security team, search and tie an IP to an asset and to the associated user - The solution must have a user graphical interface, easy-to-use, and responsive - The solution must be deployed with a common set of rules that reduce the workload associated with writing rules - The solution must have the capability for cascading queries. Cascading queries are seamlessly generated queries that are based on the data returned from a previous query. An example would be to view the assets affected by an alert, and then drill down to the users affected by that search result page	
	Incident Detection Capability - The solution must detect stolen credentials on the internal network, local machine, cloud services, lateral movement, Pass-the-Hash attacks, privilege escalation, "striping" attacks, i.e. trying one or two passwords on a large portion of the user population to avoid lockouts, phishing campaigns and	

	suspicious links sent to the organization, intruders before data exfiltration, network ingress from anomalous locations - The solution must integrate data sources across the network - The solution must identify the IP addresses associated with the incident, assets associated with the incident, if a user is authenticating to a completely new asset, users associated with the incident - The solution must cover Windows, Mac Endpoints, and major Linux distributions: Red Hat (RHEL, CentOS), Ubuntu, and others - The solution must identify logs being deleted from the endpoint, malware on endpoints, obfuscated malware, users accessing network segments that they shouldn't or leaving network segments that they are assigned to - The solution must detect network scans	
	Incident Investigation - The solution must make investigations simpler, faster, and view various sources of data together in an investigation - The solution must allow investigative findings to be shared within the organization, go as far back an investigations go, in cases by years and pull visibility and data can be pulled from the endpoint real-time	
	Integrations The solution must integrate with the following: - DHCP solutions - DNS solutions - Firewall solutions - IDS/IPS solutions - VPN solutions - Web Proxy solutions - E-Mail solutions - Cloud Applications - Advanced Malware solutions - SIEMs and other log aggregators - Virus Scanner solutions - Cloud Service solutions - Vulnerability Assessment (VA) Tools	
	Value-Added Features - The solution must reduce the number of false-positive alerts - The solution must detect user enumeration and password testing - The solution must integrate with outside threat feeds as added intelligence - The solution must alert if organization credentials have been leaked in a 3rd party breach	
	External Threat Intelligence - The solution must provide cyber threat intelligence for a minimum of three hundred (300) assets or	

| | sources of attack information and must have one (1) year subscription and support services related to the following:

Data Leakage
• Detection of leaked credentials based on agency assets
• Detection of confidential documents leaked online based on agency assets and watermarks
• Detection of employees' private data leaked online
• Detection of references to secret projects based on agency assets

Attack Indicators
• Reporting of intention to target the DOF and its attached agencies and bureaus, major hacktivist campaigns, illegal trade in the agency's drugs online, counterfeit activity regarding agency brands, employee emails found on spam lists, blacklisted IP addresses based on CIDRs/IP provided, Indications of activist initiatives against the agency. RDPs sold on the black market based on the CIDRs/IP provided, and reporting of malware samples targeting the agency based on the agency's assets, detection of machines infected with malware, indications of insider activity within the company or industry
• Reporting of Phishing
• Detection of newly registered domains based on agency assets: common additions and common permutations
• Discovery of active phishing pages utilizing agency name/graphic language
• OCR capabilities for detection of active phishing pages
• "Piggybacking" of phishing site Repositories

Vulnerabilities
• Reporting of newly disclosed vulnerabilities based on company assets
• Detection of anomalies in "WhoIS" registries of online assets, old and/or unmaintained pages
• Detection of exposed internal/external pages, and open ports on agency's servers
• Problem in installation of SSL Certificate
• Unsecure FTP/RDP Connections
• Detection of publicly disclosed SQL/XSS vulnerabilities found on the agency's assets, JS vulnerabilities found in the agency's online assets, vulnerabilities found in the agency's mobile applications

Executive Monitoring
• Alerts on specific intentions to target VIPs based | |

	on a list provided by the agency, discussing/ publicizing VIP movements online, fake profiles utilizing the name/image of a VIP, and VIP credentials leaked online **Brand Protection** • Fake profiles utilizing the agency's name and/or graphic language for fraudulent purposes, that impersonate company employees • Fake applications that resemble the agency and/or utilize the agency's name/graphic language: mobile & desktop and malicious applications that resemble the agency's and/or utilize the agency's name/graphic language. • Defacement detection **Sources** • Cyber-crime Forums • Mobile Messaging Apps • IRC Chat Rooms • Application Stores • Paste Sites • Dev Repositories • IP Blacklists • Search Engines e.g. Google, Bing, etc. • Document Sharing Sites • Data Leakage Sites and Repositories • Bug-bounty Sites • Phishing Reporting Sites • Social Media Sites • Data Dumps Shared via P2P • Insider-Trading Sources • e-Commerce Platforms • Black Markets • Access to the attached list of forums, black markets, and other deep web sources • Automated collection of new sources: "deep crawling", monitoring of new sites added to the site indexes **Threat Management and External Threat Remediation** • Retrieve, Ingest, and Organize SIEM Logs • Threat Severity scoring • At least five (5) takedowns of fake mobile applications, phishing sites, and malicious domains with one-click via partnership with Google. **Internal Threat Mitigation** • Integration with firewalls for automated IP blocking, Endpoint Solutions for IoC monitoring, and MS Active Directory to force password update for leaked credentials	

	• Proxy and Gateway integration to blacklist malicious domains **Threat Intelligence Research Capabilities** • Automated Malware Analysis • Reverse engineering capability upon request • Access to forums where APT- affiliated TAs participate • Automated detection of the agencies and its assets and automated scoring of agency's cyber security level **Functional Requirement** Query • Information from various sources and kept on the principal's cloud server. • Information is queried on the vendor's DB and not on the sources Logging • All events and actions carried out on the platform by the agency's employees are logged. • Logs are accessible to customers via the offered platform Alerting • Timely email updates based on personal user profile and preferences. • Timely updates via email on relevant APT activity - per region/sector/organization. • Intelligence provided in near real-time **Other Features** The solution must support well-known Security Orchestration Automation and Response (SOAR) solutions in the market apart from all the regular forms and dark web sources the platform should support messaging platform. An interface for self-configuration of assets: domains, sites, mail domains, VIPs, IP addresses (specific and ranges), technologies in use, brands, and company names	
Two (2) Units Monitoring Devices		
	Specifications: • Pre-installed SOC Tool and ITSM (client-based or web-based) • Processor: Eight (8) Core CPU or equivalent • Graphics Processing Unit: Ten (10) Core GPU or equivalent • RAM: Sixteen (16) GB Unified Memory or equivalent • Storage: 512 GB SSD or equivalent • Screen Size: Not smaller than 13-	

	inch (diagonal) LED-backlit display
	• Operating System: Any of the following OSs:
	  o Enterprise Linux OS
	  o MacOS
	  o Windows Pro OS	

Lot 2: IT Service Management (ITSM) Solution	The solution must be a software platform for IT Service Management Solution with Perpetual License (for Enterprise Edition) bundled with 1 Year Maintenance & Support Services.	

	Service Desk Tool
	- Must have an IT Asset Management
	- Must have a Service Request Management
	- Must have a Service Catalog Management
	- Must have a Project Management
	- Must have a Knowledge Management
	- Must have an Incident Management
	- Must have a Release Management
	- Must have a Problem Management
	- Must have a Change Enablement
	- Must have a Configuration
	  Management Database
	- Must have Advance Analytics
	- Must streamline service management for IT and
	  beyond
	- Must optimize business processes
	  with visual workflows
	- Must unify IT Operations within the service desk
	- Must leverage last-mile low-code customizations
	- Must leverage Artificial Intelligence
	  (AI), chatbot and Machine Learning
	  (ML) capabilities	

	Automated Patch Management
	- Must detect missing patches
	- Must install/uninstall patches
	- Must schedule patch downloads
	- Must be capable of antivirus definition update
	  deployment
	- Must be capable of driver and BIOS updates
	- Must automatically correlate vulnerability
	  intelligence and patch management.
	- Must automate patching for Windows, macOS,
	  Linux, and over 850+ third-party applications.
	- Must customize deployment policies for hassle-free
	  deployment. Test and approve patches before
	  rolling them out to production machines.
	- Must decline patches to specific Groups	

	Vulnerability Assessment
	- Must conduct asset discovery
	- Must identify vulnerabilities (OS vulnerabilities,
	  third-party vulnerabilities, zero-day vulnerabilities)
	- along with their context, such as CVSS and severity
	  scores, to ascertain priority, urgency, and impact.
	- Must stay aware of whether exploit code has been
	  publicly disclosed for a vulnerability.
	- Must keep tabs on how long a vulnerability has	

	resided in your network. - Must filter vulnerabilities based on impact type and patch availability. - Must gain recommendations on high-profile vulnerabilities procured based on the risk factors. - Must leverage a dedicated tab on publicly disclosed and zero-day vulnerabilities, and utilize workarounds to mitigate them before the fixes arrive. - Must isolate and identify vulnerabilities in critical assets, namely databases and web servers that hold critical data and perform crucial business operations.	
	Security Configuration Management - Must safely alter the agency's security configurations without interrupting business operations by reviewing critical deployment warnings. - Must manage share permissions, modify user account controls, and disable legacy protocols (Telnet, SMB (Server Message Block), SNMP (Simple Network Management Protocol), and TFTP (Trivial File Transfer Protocol)) to reduce the attack surface. - Must identify misconfigurations in operating systems, applications, and browsers, and bring them back to compliance. - Must audit the agency's firewalls, antivirus, and BitLocker status. - Must prevent brute-force attempts by enforcing complex passwords, account lockout, and secure login policies. - Must protect settings, such as Structured Exception Handling Overwrite Protection (SEHOP), Data - Execution Prevention (DEP), and Address Space Layout Randomization (ASLR), are enabled - Must ensure potentially unsafe features and contents are disabled and optimum security controls are - enabled in Microsoft Office applications. This may include enabling Trustbar notifications, secure encryption methods for the files and metadata the applications use, password protection for files, Automation Security settings, and much more. - Must secure remote Desktop Sharing. - Must prevent browser-based attacks - Must disable cryptographically insecure TLS/SSL encryption protocols and enable the latest and - more secure TLSv1.2. Also, it must restrict the TLS encrypted communications from using default, NULL, or other insecure cipher suites and algorithms	
	Web Server Hardening - Must continuously monitor the agency's web servers for default and insecure configurations. - Must analyze agency's web server misconfigurations based on context, and gain	

|		
	security recommendations. - Must ensure SSL certificates are configured and HTTPS is enabled to secure the communication between clients and servers. - Must verify whether the server root directory permissions are restricted to prevent unauthorized access	
	High-Risk Software Audit - Must obtain real-time information on peer-to-peer software and remote sharing tools that are deemed unsafe, and eliminate them with just the click of a button. - Must gain continuous visibility over the active ports in the agency's systems, and sniff out instances where a port has been activated by malicious executables. - Must stay vigilant of the agency's legacy software that has or is about to reach its end-of-life	
	Compliance - Must provide policy group templates built and must consolidate CIS policies based on OS and benchmark profile levels - Must provide scheduled-based audits on multiple systems against multiple benchmarks and with notification on every audit violation - Must provide step-by-step guidance for the remediation of policy violations - Must provide removal of unnecessary files, closed unused ports, and disable performance-draining services, enabling systems to work more efficiently	
	Zero-Day Vulnerability - Must provide updated central vulnerability database regarding zero-day vulnerabilities, with the data synchronized to the server - Must deploy mitigation scripts to minimize the likelihood of a zero-day vulnerability from being exploited in the network - Must provide notifications about the availability of zero-day patches	
	Subscription and/or License - Enterprise Edition, Perpetual License, bundled with 1 Year Maintenance & Support - Capable of working with 1,000 computers - Capable of working with 200 servers - Capable of working with 150 network devices - With 7 Technical User Administrator licenses for Service Desk Tool - With 5 Technical User Administrator licenses for Vulnerability Manager and Patch Manager	
2. Manpower Requirements		
	24x7 technical, phone, email, and on-site support, with a response time of within 2 hours from receipt of call	
	Must have at least two (2) ITIL Foundation Certified	

	staffs to comply with the technical requirements of this project. The said ITIL Certified Staffs should be connected with the Bidder/Supplier for at least three (3) years and shall be the key personnel who will monitor the installation, configuration, commissioning, completeness of the proposed solution, and should be with the company within the duration of the contract. Must submit the following as proof: photocopy of ITIL certification and certificate of employment. Sub-contracting of personnel is not allowed. This should be submitted as part of Bidder's Eligibility and Technical Proposal.	
	Must have at least one (1) Certified Information Security Manager (CISM) to comply for the technical requirement of this project. The said CISM should be connected with the Bidder/Supplier for at least three (3) years and shall be the technology officer who will supervise & monitor the safety and security of the Procurement of Cyber Defense Solution and Supply, Delivery, Installation, and Configuration of Information Technology Service Management (ITSM) Solution	
3. Warranty and After Sales Requirements		
	Twelve (12) months subscription of Cyber Defense Solution	
	Twelve (12) months subscription of Information Technology Service Management (ITSM) Solution	
	As proof of the manufacturer's warranty and after sales support of the offered solutions, the Bidder/Supplier must have and provide a certificate from the principal or manufacturer designating that they are an Authorized Partner of the proposed Cyber Defense Solution (SOC Platform) and/or ITSM Solution. The said certification should be addressed to DOF's BAC Chairperson or BAC Secretariat and must indicate the name of the project. This should be submitted as part of their Eligibility and Technical Proposal.	
4. Required Standards		
	ISO 27001 Certified for the Implementation & Administration of Managed Services and Cloud Management Services. The said ISO 27001 Certificate should be submitted as part of Bidder's Eligibility and Technical Proposal.	

I hereby certify to comply with all the above Technical Specifications.

_____   _____   _____

Name of Company/Bidder Signature Over Printed Name of Representative   Date

Steps on How to Zip and Upload Files using Electronic Bid Submission

1. Scan or convert the bid documents to PDF format.

2. Download the free WinRAR software (rarlab.com) and install.

3. Create two (2) New Folders.

4. Rename the folders with these formats:
    a. Technical Bid ITB No. <Insert ITB No.><Insert Name of Company>
    b. Financial Bid ITB No. <Insert ITB No.><Insert Name of Company>

5. Put the scanned bid documents inside the folders in PDF format.

6. Right click the folder and select "Add to archive…"
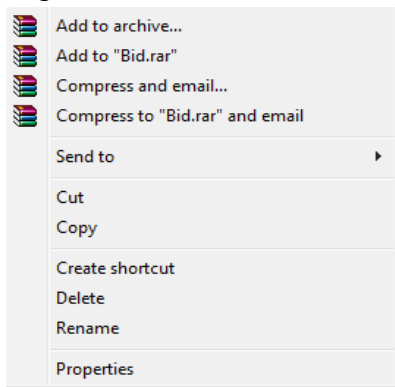
7. Select ZIP as "Archive Format"
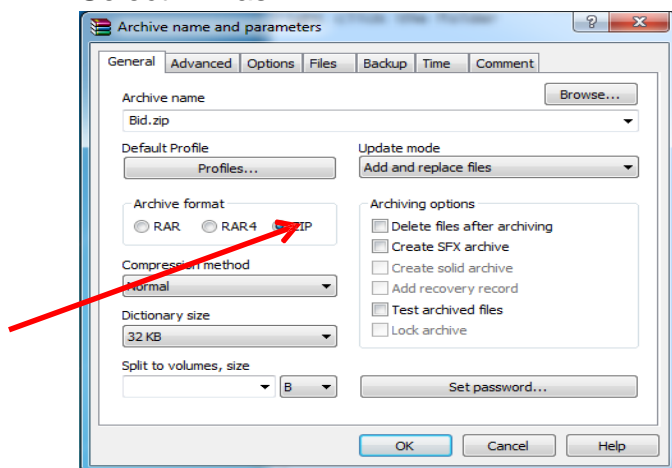
8. Click "Set password" and enter the password
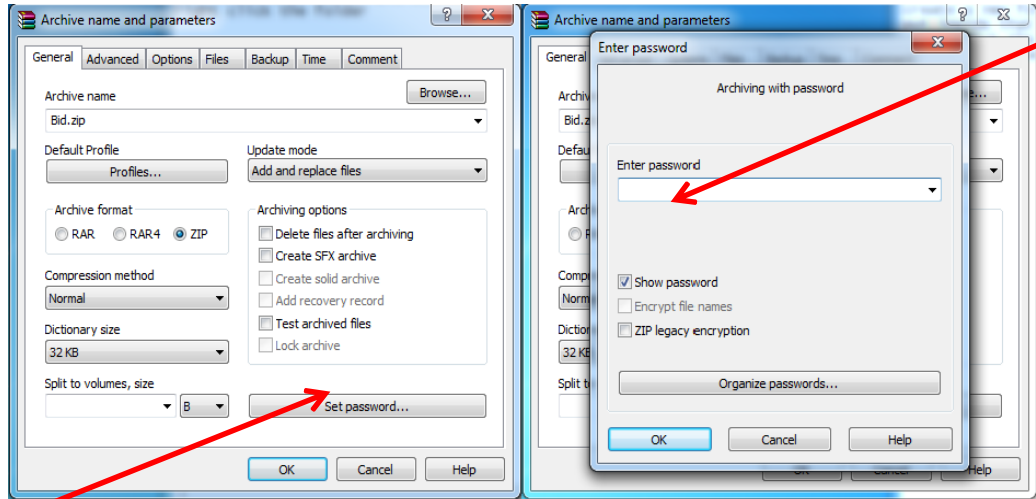
9. Upload the ZIP file with password in the online link to be shared only to bidders who bought the bidding documents:

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

☐   (b)   Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐   (c)   Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐   (d)   Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**

☐   (e)   Conformity with Section VI. Schedule of Requirements and Section VII. 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);
or
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. Each partner of the joint venture shall submit the PhilGEPS Certificate of Registration in accordance with Section 8.5.2 of the 2016 R-IRR of RA 9184;
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 for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

   a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

   b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

   c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

Procurement of Cyber Defense Solution, and Supply, Delivery, Installation and Configuration of Information Technology Service Management Solution

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. <u>IB No. 2024-05-G</u> 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)
	Lot 1 – Procurement of Cyber Defense Solution							
	Lot 2 – Supply, Delivery, Installation and Configuration of Information Technology Service Management Solution							
	TOTAL							

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

Procurement of Cyber Defense Solution, and Supply, Delivery, Installation and Configuration of Information Technology Service Management Solution

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. IB No. 2024-05-G Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	Lot 1 – Procurement of Cyber Defense Solution								
	Lot 2 – Supply, Delivery, Installation and Configuration of Information Technology Service Management Solution								
	TOTAL								

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
   b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
   c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

    i. Philippine Bidding Documents (PBDs);
        i. Schedule of Requirements;
        ii. Technical Specifications;
        iii. General and Special Conditions of Contract; and
        iv. Supplemental or Bid Bulletins, if any

    ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

    iii. Performance Security;

    iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

    v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall

likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

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

5. Data Privacy Compliance

The PARTIES shall comply with the provisions of Republic Act (RA) No. 10173, otherwise known as the "Data Privacy Act of 2012", its Implementing Rules and Regulations (IRR), issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. These shall include compliance with all relevant data protection policies of the Entity and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this contract.

The PARTIES shall implement security measures aimed at maintaining the availability, integrity, and confidentiality of personal data including the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

6. Consent to the Processing of Personal Information

As part of the data privacy compliance, the Supplier hereby grants its consent to the Entity's processing of his/her personal information collected under this contract, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this contract.

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 Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

6. *[Select one, delete the rest:]*

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

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

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

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

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

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

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

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

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

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

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

**Statement of all Ongoing Government and Private Contracts
including Contracts Awarded but not yet Started**

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contract

_____   _____   _____
   Name of Company   Signature over Printed Name of Representative   Date

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt or Sales Invoice
							(Attach a copy)

_____ _____ _____

    Name of Company   Signature over Printed Name of Representative   Date

Note: Attach a copy of the **End User's Acceptance or Official Receipt or Sales Invoice** as proof for the SLCC as per GPPB Circular No. 04-2020 dated September 16, 2020.