Supply, Delivery, Installation and Configuration of Identity Access Management Solution with Privileged Access Management (PAM) for the DOF

November 2021
ITB No. 2021-20-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 – BangkoSentral 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 SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF IDENTITY ACCESS MANAGEMENT SOLUTION WITH PRIVILEGED ACCESS MANAGEMENT (PAM) FOR THE DOF

1. The **Department of Finance**, through the **General Appropriations Act of 2021** intends to apply the sum of **Three Million Pesos (₱3,000,000.00)** being the ABC to payments under the contract for the **Supply, Delivery, Installation and Configuration of Identity Access Management Solution with PAM for the DOF – ITB No. 2021-20-G**. Bids received in excess of the ABC 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 by **forty-five (45) days from the receipt of Notice to Proceed.** Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

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

4. Prospective Bidders may obtain further information from 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 3:00 PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 18 – December 7, 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Three Thousand Pesos (₱3,000.00).** 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[1] on **November 25, 2021, 1:30 PM** through video conferencing or webcasting *via* **Google Meet.** Interested

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[1] May be deleted in case the ABC is less than One Million Pesos (₱1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

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 **December 7, 2021, 1:00 PM**. 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 **December 7, 2021, 1:30 PM** at **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	November 18, 2021
Issuance and Availability of Bidding Documents	Starting November 18, 2021
Pre-Bid Conference	November 25, 2021, 1:30 PM
Last Day of Request for Clarification	November 27, 2021 (by email)
Last Day for Issuance of Supplemental Bid Bulletin	November 30, 2021
Deadline for Submission of Bids	December 7, 2021, 1:00 PM
Opening of Bids	December 7, 2021, 1:30 PM

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:

Eden C. Zamora
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 8526-4786
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.

GIL S. BELTRAN
Undersecretary 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 **Supply, Delivery, Installation and Configuration of Identity Access Management Solution with PAM for the DOF**, with identification number **ITB No. 2021-20-G**.

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

2. Funding Information

2.1.   The GOP through the source of funding as indicated below for **2021** in the amount of **Three Million Pesos (₱3,000,000.00)**.

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[2] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the bid opening**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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[2] 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.

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 that shall be awarded as one contract.

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

20. Post-Qualification

20.1. 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. **Supply and Delivery of Identity Access Management 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 **Sixty Hundred Pesos (₱60,000.00)** *[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 **One Hundred Fifty Thousand Pesos (₱150,000.00)** *[5% of ABC]* if bid security is in Surety Bond.

19.3	**One (1) Lot – Supply, Delivery, Installation and Configuration of Identity Access Management Solution with PAM for the DOF**

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:
	
	    (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 2019 and CY 2020; and
	          2. Proof of VAT payments filed for CY 2021:
	              April 2550M 2021
	              May 2550M 2021
	              June 2550Q 2021
	              July 2550M 2021
	              August 2550M 2021
	              September 2550Q 2021
	
	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

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

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

6.   Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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	This project will cover the supply, delivery, installation, configuration, testing, and handover in approved work order, project management, and maintenance during the defects liability period, accordance with the specification, condition of contract etc.
	
	Specifically, the winning bidder shall provide the following deliverables:
	
	1. Supply, Delivery, Design, Installation and configuration of the following:
	
	    - Identity Access Management (IAM) Solution with PAM
	    - ***Perpetual Licenses***
	    100 Device licenses;
	    25 Privilege User Account licenses;
	    - **One (1) year warranty**
	    - **24x7 support**
	
	2. Warranty for purchased and installed software and licenses during the warranty period.
	
	3. Provide architecture design of the proposed solution and specify all the features it offers.
	
	4. Must test and examine the complete setup and configuration of the proposed solution**.**
	
	5. Training and certification for ten (10) DOF-CMIO personnel.
	
	6. Provide documentation for the proposed solution. Pre-Staging, Implementation Plan, Methods of Procedures (MOP), User Acceptance Test (UAT), As-built document.
	
	7. Completion of the project will be based on the full completion of the requirement in this Terms of Reference (TOR).
	
	Project Management
	
	1. The winning bidder should provide a Project Management team that will handle the planning, design, delivery, installation, configuration, testing, training and maintenance of the proposed solution and will work in parallel with DOF-CMIO representatives for the duration of the project.
	
	2. The winning bidder must ensure that the project is completed within the agreed scope, budget and stipulated timeframe.

3. The winning bidder must ensure that the proposed solution is capable of inter-operating with the DOF existing Network and Security Infrastructure.

4. The Proponent will provide testing and user acceptance based on the submitted timeline.

5. The Project Management team will be composed of a Project/Team Leader and team member representatives from the bidder in coordination with the DOF-CMIO team.

6. The CMIO Director or representative will be the overall project leader that will oversee the activities of the project. All issues/problems/correspondence will be coursed through their office for proper action.

7. Both parties (bidder and DOF-CMIO representative) should agree to the formulated policies before the implementation/rollout proper.

Installation and Testing

1. The bidder must ensure that the proposed solution will be compatible with the existing network infrastructure of the **DOF.**

2. Intensive testing should be done by the winning bidder to achieve the functionality and benefits of the proposed solution. The winning bidder must provide a **documented actual result** of the testing of the installed solution.

Maintenance and Technical Support

1. Must have **24x7 Support Services** – the bidder must have support coverage of 24 hours, 7 days a week including holidays with a response time of within 2 hours. Must provide unlimited phone and email support. Must submit report of quarterly account review to ensure and maintain service level agreement.

2. During the warranty period, the winning bidder shall provide highly technical certified personnel to service the proposed solution whenever software and/or any related problem should occur. In case a problem occurred during weekend, holidays or after office hours, bidder must resolve the issue within the day. A Service Level Agreement (SLA) of 99.95% uptime must be provided to stipulate the level of support to be rendered by the bidder.

3. On systems/software troubleshooting, testing shall be done on-site to know the extent of the problem. Systems Software

component should be available within a day after testing and diagnosis.

4. The winning bidder must shoulder all expenses of the technical person/s who will be providing the technical services on-site.

5. The winning bidder must submit to the DOF, a copy of Manufacturer's Authorization stating full warranty and technical support.

6. The winning bidder must have a major install base in the academe or government sector of the brand being proposed.

Training

1. **Technical Certification Training** - must entail product training with exam/certification of the proposed solution to support its operation.

2. 10 participants.

Warranty

1. The Winning bidder shall provide One (1) year full standard warranty on the proposed solution which includes technical support, software patches and updates including software upgrades from the date of successful commissioning against any errors/defects. The warranty period for the solution supplied shall commence upon acceptance of the project. A comprehensive maintenance program for one-year period shall be included in the proposal.

2. The comprehensive maintenance shall include reconfiguration, re-installation and re-deployment. The winning bidder shall ensure continuous inventory of all installed software.

3. The winning bidder must ensure that **DOF** would be given the following:

   o Software updates and patches – FREE for the duration of the warranty period.

   o Configuration – FREE assistance on product reconfiguration (on-site or remote) for the duration of the warranty period

Documentation

The bidder must provide user and system manuals and technical materials for the proposed solution. Complete documentation of software and licenses must also be provided including the inventory

	of the proposed solution. **Acceptance** DOF-CMIO technical personnel must review and approve the installation and testing conducted by the winning bidder based on the test and actual results submitted. All deliverables mentioned above should be checked by DOF-CMIO and complied with by the winning bidder before the final acceptance and turnover of the project**.** **Delivery Addresses and Date** The bidder must deliver the proposed solution not more than forty-five (45) days after the effective date of the contract/award or Notice to Proceed. The proposed solution must be delivered to the DOF address.
2.2	No further instructions.
4	No further instructions.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks / Months
1	**Identity Access Management (IAM) Solution** 100 Perpetual Device Licenses for PAM 25 Perpetual Privilege User Account Licenses - One (1) Year Warranty - 24x7 Support	**1 Lot**	Goods and services must be delivered within forty-five (45) calendar days after the issuance of the Notice to Proceed to the winning bidder.
2	2 days Instructor-led Training for Support, User and Administration	**10 pax**	

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

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

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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. A statement in the Bidder's statement of compliance 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.

	Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
	The vendor must provide 1 year subscription of Identity Access Management (IAM) Solution with PAM for the DOF which includes the following components and capacity:	
A	**Single-Sign On and Authentication models**	
	The solution should be able to create seamless single sign-on for:	
	a. Microsoft Windows Server 2003 R2 Enterprise	
	b. Microsoft Windows Server 2008 R2 Standard	
	c. Microsoft Windows Server 2008 R2 Datacenter	
	d. Microsoft Windows Server 2008 Standard	
	e. Microsoft Windows Server 2012 Datacenter	
	f. Microsoft Windows Server 2012 Standard	
	g. Microsoft Windows Server 2012 R2 Standard	
	h. Centos 7 and 8 and latest versions	
	i. Ubuntu 18.04 and latest versions	
	j. Red Hat Enterprise Linux latest versions	
	k. Network Devices	
	l. Generic Target System Connectors	
1	The solution should have a Generic Target System Connector to enable one to use this connector for non-standard devices, etc.	
2	The solution should be agentless i.e. does not require to install any agent on target devices	
3	The solution should support transparent connection to the target device, without seeing the password or typing it in as part of the connection	
4	The solution should support direct connections to Windows, Secure Shell (SSH), databases and other managed devices without having to use a jump server.	
5	The solution should have an inbuilt dual factor authentication for soft token, mobile One-Time Password	

	Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
	(OTP) etc. Also it should have a built-in authentication for Biometrics without having to acquire another biometric authentication server.	
6	The solution should be able to integrate with enterprise authentication methods e.g. multiple 3rd party authentication methods including Lightweight Directory Access Protocol (LDAP), Remote Authentication Dial-In User Service (RADIUS) and a built-in authentication mechanism	
7	The solution should also provide local authentication and all the security features as per best standards.	
8	The solution should provide flexibility user/device wise for local authentication or enterprise authentication	
9	The solution should support an application integration framework for web based as well as .exe based applications. There should be strong out of the box support including ease of integration with any third party connectors.	
10	The solution should provide multi-tenancy feature whereby the entire operations can be carried out within a tenant or line of business.	
11	The solution should provide multi-domain feature whereby the entire operations can operate in an distributed environment	
12	The solution can restrict end-user entitlements to target accounts by location; that is, allow access only from a specified Personal Computer (PC) or range or class of PCs.	
13	The solution should be able to handle multi-location architecture or distributed architecture with seamless integration at the User Level. For example: Multiple datacenter may have multiple secondary installations but the primary installation will also simultaneously work for all users and all locations	
14	The solution should provide an inbuilt Payment Card Industry Data Security Standard (PCI DSS) compliant Multi-Factor Authentication (MFA) tool/solution	
15	Ability to allow self-registration of MFA solution for authenticating user	
16	The solution should be able to handle multi-location architecture or distributed architecture with seamless integration at the User Level. For example: Multiple datacenter can be handled with just one installation.	
B	**Shared Account Password Management**	

	Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
1	The solution shall perform password change options which is parameter driven	
2	The solution should set password options every x days, months, years and compliance options via the use of a policy	
3	Ability to create exception policies for selected systems, applications and devices	
4	The solution should enable an administrator to define different password formation rules for target accounts on different target systems and supports the full character set that can be used for passwords on each target system.	
5	The solution enables an administrator to change a target-account password to a random value based on a manual trigger or automatic schedule.	
6	Allow single baseline policy across all systems, applications and devices (e.g. one single update to enforce baseline policy)	
7	The solution should support changing a password or group of passwords according to a policy (time based or 'on-demand')	
8	Ability to generate 'One-time' passwords as an optional workflow	
9	Ability to send notifications via email or other delivery methods triggered by any type of activity	
10	Ability to send notification via email to the user requesting the password that checkout is complete	
11	Flexibility that allows exclusivity for password retrieval or multiple users checking out the same password for the same device in the same time period.	
12	All locally stored target-account passwords should be encrypted using Advanced Encryption Standard (AES) or similar encryption with at least 256-bit keys.	
13	The solution should automatically reconcile passwords that are detected 'out of sync' or lost without using external restore utilities	
14	The solution should have the ability to reconcile passwords manually, upon demand	
15	The solution should automatically verify , notify and report all passwords which are not in sync with Privileged Identity Management (PIM)	
16	The solution should have the ability to automatically "check-out" after a specific time and "check-in" within a specified time.	

		Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
	17	The solution should set unique random value anytime a password is changed. The password generated should be strong and should not generate a similar value for a long iteration.	
	18	The tool allows secure printing of passwords in Pin Mailers. Lifecycle of printing and labelling of envelopes should be part of the module.	
	19	The solution should be able to control re-prints with adequate authorization	
	20	Secured Vault platform - main password storage repository should be highly secured (built-in firewall, hardened machine, limited and controlled remote access etc.)	
	21	The proposed solution should restrict the solution administrators from accessing or viewing passwords or approve password requests	
	22	The solution should have the capability to seamlessly change the passwords for the large number of desktops. It should be able to handle floating Internet Protocols (IPs)	
	23	Ability to manage privileged passwords for multi-lingual servers	
	24	Provision to prompt for a password change immediately after onboarding/vaulting a privileged account	
	25	Provision to configure/define custom commands for password change without Original Equipment Manufacturer's (OEM's) intervention.	
C		**Access Control**	
	1	The solution should be able to restrict usage of critical commands over a Secure Shell (SSH) based console based on any combination of target account, group or target system and end-user.	
	2	The solution should restrict privileged activities on a windows server (e.g. host to host jumps, cmd/telnet access, application access, tab restrictions) from session initiated with PIM	
	3	The solution should be able to restrict usage of critical commands on command line through SSH clients on any combination of target account, group or target system and end-user.	
	4	The solution should be able to restrict usage of critical commands on tables for database access through SSH, Structured Query Language+ (SQL+) (client/), front-end database utilities on any combination of target account, group or target system and end-user.	

	Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
5	The solution should provide for inbuilt database management utility to enable granular control on database access for SQL, MySQL, Database 2 (DB2), Oracle etc.	
6	The solution enables an administrator to restrict a group of commands using a library and define custom commands for any combination of target account, group or target system and end user.	
7	The solution should provide secure mechanism for blacklisting/whitelisting of commands for any combination of target account, group or target system and end user.	
8	The solution can restrict user-specific entitlements of administrators individually or by group or role.	
9	The solution should have workflow control built-in for critical administrative functions over SSH including databases (example user creation, password change, etc.) and should be able to request for approval on the fly for those commands which are critical.	
10	The solution can restrict target-account-specific entitlements of end users individually or by group or role.	
11	The solution can restrict end-user entitlements to target accounts through a workflow by days and times of day including critical command that can be fired.	
12	The solution should provide for a script manager to help in access controlling scripts and allow to run the scripts on multiple devices at the same time.	
13	System should be able to define critical commands for alerting & monitoring purpose and also ensure user confirmation (YES or NO) for critical commands over SSH.	
D	**Privileged Session Management and Log Management**	
1	The solution should be able to support session recording on any session initiated via PIM solution including servers, network devices, databases and virtualized environments.	
2	The solution should be able to **log commands** for all commands fired over SSH Session and for database access through SSH, SQL+	
3	The solution should be able to log/search text commands for all sessions of database even through the third party utilities	
4	The solution should be able to log/search text commands for all sessions on Remote Desktop Protocol (RDP)	
5	The solutions should support selective option for enabling session based recording on any combination of target account, group or target system and end-user.	

	Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
6	All logs created by the solution should be tamper proof and should have legal hold	
7	The solution logs all administrator and end-user activity, including successful and failed access attempts and associated session data (date, time, IP address. Machine address, Basic Input/Output System (BIOS) no. and so on). The tool can generate — on-demand or according to an administrator-defined schedule — reports showing user activity filtered by an administrator, end user or user group.	
8	The tool can restrict access to different reports by administrator, group or role.	
9	The tool generates reports in at least the following formats: HyperText Markup Language (HTML), Comma-separated Values (CSV) and Portable Document Format (PDF)	
10	System should be able to define critical commands for alerting & monitoring purpose through Short Message Service (SMS) or Email alerts	
11	The solution should provide separate logs for commands and session recordings. Session recordings should be available in image/ video based formats	
12	The session recording should be Smart to help jump to the right session through the text logs	
13	Secure and tamper-proof storage for audit records, policies, entitlements, privileged credentials, recordings etc.	
14	The proposed solution shall cater for live monitoring of sessions and manual termination of sessions when necessary	
15	The proposed solution shall allow a blacklist of SQL commands that will be excluded from audit records during the session recording. All other commands will be included.	
16	The proposed solution shall enable users to connect securely to remote machines through the tool from their own workstations using all types of accounts, including accounts that are not managed by the privileged account management solution.	
17	The proposed solution shall allow configuration at platform level to allow selective recording of specific device.	
18	The proposed solution shall allow specific commands to be executed for RDP connections (e.g. Start the connection by launching a dedicated program on the target machine without exposing the desktop or any other executables).	
19	The proposed solution shall support correlated and unified auditing for shared and privileged account management and activity.	

		Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
20		The proposed system shall support full color and resolution video recording.	
21		The proposed system shall support video session compression with no impact on video quality.	
22		Ability to capture text logs for all privileged sessions	
23		Ability to perform text based search on video logs	
24		Ability to identify direct access to managed devices (bypass proposed solution and alert/block access	
E		**PIM Security**	
		The solution should use minimum Federal Information Processing Standards (FIPS) 140-2 validated cryptography for all data encryption.	
		The solution should be Transport Layer Security (TLS) 1.2 and Secure Hash Algorithm 2 (SHA-2)-compliant for PCI-DSS compliance	
3		All communication between system components, including components residing on the same server should be encrypted.	
4		All communication between the client PC and the target server should be completely encrypted using secured gateway. (Example: a telnet session is encrypted from the client PC through the secured gateway)	
5		The Administrator user cannot see the data (passwords) that are controlled by the solution.	
6		Secured platform - main password storage repository/Vault should be highly secured (hardened machine, limited and controlled remote access etc.).	
7		The solution should secure master data, records, entitlement, policy data and other credentials in tamper proof storage container.	
F		**PIM Administration**	
1		The solution should have central administration web based console for unified administration.	
2		The tool uses Active Directory (AD)/LDAP as an identity store for administrators and end users.	
3		The tool enables an administrator to define groups (or similar container objects) of administrators and end users.	
4		The tool enables an administrator to add an administrator or end user to more than one group or to add a group to more than one super group.	
5		The tool enables an administrator to define a hierarchy of roles without limit.	

	Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
6	Administrative configurations (e.g. configuration of user matrix) shall be accessible via a separate client where client access is controlled by IP address.	
7	Important configuration changes in the solutions (example changes to masters) should be based on at least 5 level workflow approval process and logged accordingly	
8	Segregation of Duties - The Administrator user cannot view the data (passwords) that are controlled by other teams/working groups (UNIX, Oracle etc.).	
9	The solution should provide for self-service portal for users and devices for ease of on boarding both users and devices.	
10	All administrative task should be done LOB-wise i.e. Line of Business-wise	
11	The solution should have Auto-Onboarding Feature for both User and Devices without having to do any manual activity.	
12	Provision for User Creation approval/rejection via E-mail	
13	Provision for User self-registration in the proposed solution	
14	Provision for bulk operation for management of devices inside the proposed solution	
15	Provision for scheduling user access review inside the proposed solution	
G	**System Architecture**	
1	The solution architecture should be highly scalable both vertically as well as horizontally.	
2	The proposed solution shall provide multi-tier architecture where the database and application level is separated.	
3	The solution should work at the network layer instead through a jump server. This will have achieve large number of sessions.	
4	The proposed solution shall provide scalability where it is not limited by the hardware. Also the solution shall provide modular design for capacity planning and scalability metrics.	
5	The proposed solution shall have the ability to support multiple mirrored systems at offsite Disaster Recovery Facilities across different data center locations.	
6	The proposed solution shall have built-in options for backup or integration with existing backup solutions	
7	The proposed solution shall handle loss of connectivity to the centralized password management solution automatically.	

	Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
8	The proposed solution shall not require any network topology changes in order to ensure all privileged sessions are controlled by the solution.	
9	The proposed solution shall support distributed network architecture where different segments need to be supported from a central location.	
10	The proposed solution shall support both client based (in the case where browser is not available) as well as browser based administration	
11	The proposed solution should be 100% agentless that includes password storage, password management and session recording features.	
12	The solution must support parallel execution of password resets for multiple concurrent requests.	
13	The solution should provide fully failover from a single active instance to a backup/standby instance with a fully replicated repository	
14	The solution should support multiple active instances with load balancing and fully automatic failover to another active instance	
15	The solution if required should be available to install on a virtual sever	
16	The system should be highly available (24x7x365) and redundant from a hardware failure, application failure, data failure, and or catastrophic failure.	
17	The solution should have an ability to have direct connection to target device as well as using secured gateway channel.	
18	Provision to deploy the solution on-premise, cloud or hybrid environment.	
19	Ability to run multiple instances of the proposed solution locally in case of connectivity failure (for multi-site setup)	
20	Zero downtime for performing upgrades/planned activities	
H	**Out of Box Integration**	
1	Ability to integrate with enterprise authentication methods e.g. multiple 3rd party authentication methods including AD, LDAP, Windows Single Sign-On (SSO), Public Key Infrastructure (PKI), RADIUS and a built-in authentication mechanism.	
2	Ability to integrate with Biometric Solutions	
3	Ability to integrate with Hard and Soft token solutions	
4	Ability to integrate with ticketing systems.	
5	Ability to integrate with Automation software for enhancing productivity in the data center	

		Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
6		The proposed solution supports integration with the Hardware Security Module (HSM) devices to store the encryption keys.	
I		**Ticketing System Integration**	
1		The solution can force the requestor of password / session to provide a reason, including a service desk incident ticket number, for the request.	
2		The solution can communicate with a workflow engine to verify an incident ticket number cited in the end user's request.	
3		The solution provides the capability to enable end users to retrieve (or reset) a target-system password only after approval by a designated approver (to allow dual control). Approval criteria can be based on any combination of target account, group or target system and end-user identity, group or role, as well as contextual information such as day of the week or time of day.	
4		Ability to enforce ticketing integration as well as approval workflow for specific ticket types (e.g. change/incident ticket)	
5		In-built ticketing system with 5 level workflow approval with ticket level validation, risk and impact assessments as per LOB wise, Service type and user type. This ticketing system is to help in creating a work order on an executer, who will then request for the access through the request workflow with this valid ticket	
J		**SIEM and LEM Integration**	
1		The solution should be able to integrate with leading Security Information and Event Management (SIEM) and DOF existing Log and Event Manager (LEM) Solutions.	
2		The solution should be able to integrate with applications like Vulnerability Assessment (VA) Systems, performance monitoring applications to eliminate hard coded passwords	
K		**Application Password Management (Hard-Coded Password Management)**	
1		The solution should have an ability to eliminate, manage and protect privileged credentials in applications, scripts, configuration files etc.	
2		The solution should be able to authenticate and trust the application requesting the privileged password based on various authentication methods	
3		Application Servers Support - The product should support removing static hard coded passwords from Data Sources in Application Servers. Please elaborate.	

		Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
L		**Auto Discovery of Privileged Accounts**	
	1	The solution should be able to perform auto discovery of privileged accounts on target systems and perform two way reconciliation.	
	2	The solution should provide feature for user governance on the target devices, i.e. auto detect users and schedule a governance workflow and user certification process with adequate review process.	
	3	Map privileged and personal accounts on various target systems	
	4	Ability to quickly identify all non-built-in local administrator accounts in your environment (flag possible 'backdoor' accounts)	
	5	Ability to quickly identify private and public SSH keys, including orphaned SSH keys, on Unix/Linux machines, extracts key related data and ascertain the status of each key	
M		**Notification Engine**	
	1	The solution should have capability to provide alerts and notification for critical PIM events over SMS & Email	
	2	The solution should have capability to provide alerts and notification for all administration/configuration activities over SMS & Email	
	3	Customizable notification for command executed on SSH and Telnet based devices	
	4	Customizable notification for command/Process executed on Windows	
	5	Notification on target being access on criteria like Line of Business or Groups	
N		**Solution Workflow**	
	1	The solution should have inbuilt workflow to manage	
	2	Electronic Approval based Password Retrieval	
	3	Onetime access / Time Based / Permanent Access	
	4	5 level approval workflow with E-mail and SMS notification with delegation rules	
	5	Ability to provide for delegation at all levels in the workflow	
	6	Mobile device support - ability to send a request to access a password, approve the request and retrieve the password, all from a hand-held mobile device e.g. smart phones	
	7	Supports a workflow approval process that is flexible to assign multiple level of approvers based on product or model (i.e. require 2 or more approvals before access is allowed).	

	Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
8	Supports a workflow approval process that requires approvers to be in sequence before final approval is granted.	
9	Ability to log workflow processes and/or have the ability to be reported or audited.	
O	**Dashboard & Reporting**	
1	Dashboard Capabilities should include real-time view of activities performed by the administrators	
2	The system shall have the ability to run all reports by frequency, on-demand and schedule.	
3	The solution should provide detailed and scheduled reporting with the following basic report sets Entitlements Reports, User's activities, Privileged Accounts inventory and Activities log	
4	The solution should have ability to report on all system administrative changes performed by PIM Administrators with relevant auditable records	
5	The solution should be able to report password lockouts (failure logon attempts)	
6	Ability to report password checkouts on systems and users requesting passwords	
7	Ability to report password lockouts (failure logon attempts)	
8	Ability to report on password change following verification process	
9	Ability to report on password status	
10	Reports should be customizable	
11	Audit data can be exported for use for any Business intelligence (BI) Tool	
12	Reports shall be automatically distributed by email	
13	Access to audit reports (and report configuration) shall be restricted to "auditor" end-users	
14	Ability to replay actual session recordings for forensic analysis	
15	Dashboard - for at a glance critical events and password policies.	
P	**Brand and Technology**	
1	The solution must be a leading, mature, internationally recognized and widely used brand that has been in existence for at least 5 years. And also solution should have its presence in at least 3 consecutive year in Gartner report (Market Guide) and at least two year presence in KuppingerCole analyst report	
2	Real time dashboard: Summary of all the alerts raised, user activity, active agents, etc. on a real-time basis.	

|	Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
3	Schedule based process monitoring, restriction and elevation: Log of all the activities performed (including key strokes). Restricts or elevates a particular application access on approval based.	
4	Session Monitoring: Every ongoing session (including key strokes in text form or screen capture) will be recorded.	
5	Various Reports of user activities: User Activity Report, Process / Application usage Report, Alert Report, Session Recordings	
6	Domain Integration: User On-boarding using AD authentication. The local authentication in case AD dose not exists	
7	Real-time alerts for Investigation: Alerts will be sent to the Administrator/manager in case change in a behavioral pattern	
8	Role Management: Define Roles for each user. Access levels will be assigned based on the roles	
9	The solution should collect data through an endpoint agent that is capable of monitoring and collecting metadata for various types of behavior. At a minimum, behavior monitored should include: application usage, clipboard activity, email activity, file activity, keyboard activity, log on and log off events, printer activity, process activity, web browsing, and desktop video capture	
10	The solution should be able to capture any text, images, or files copied to the clipboard.	
11	The solution should be able to capture information about file activity including reads, writes, and copies natively or integration with a solution with adequate functionality. The solution should provide as part of architecture.	
12	The solution should be capable of recording all log on and log off events, including failed log on attempts.	
13	The solution should be capable of capturing information about any processes started or stopped.	
14	When the user is not connected to the internet, all collected data should be stored in a local disk cache on the endpoint and sent to the server as soon as it is again connected. This data should be capable of being sent to the server regardless of whether the endpoint is on or off the network	
15	The endpoint agent should be able to detect and prevent tampering with the endpoint agent. It should be capable of generating an event if a user attempts to do so.	
	Additional Features	

	Mandatory Requirements	Supplier's Specification (Please indicate if comply and provide proof of evidence)
	Users of the proposed solution to have a personal vault for secure storage of confidential files	
	Provision to select file types that the solution user can secure using the personal vault	
	Configurable automatic deletion of files inside personal vaults after a specified period	
	Ability to share files uploaded in personal vault with other solution users	
	Ability to authenticate Linux/Unix servers against Windows Active Directory (AD Bridging)	
	The solution should provide multi-browser support	
	The solution should bundle utilities for easy access to target devices in case of absence of native clients	
	The solution must support integration with target devices for SSO using native client (e.g. Network Management System (NMS), IAM)	
	Vendor Requirements	
	The Principal represented by the vendor must have a LOCAL Technical Manager or Support Personnel to guarantee 24x7 on-site support services.	
	Vendor must be certified partner of the brand being offered both Hardware and Software. Must submit certification from Manufacturer	
	The Bidder must provide dedicated Project Manager (PM) to oversee the project. The Bidder must submit resume/Curriculum Vitae with the list of projects handled by the PM as a proof of his/her experience on how to handle projects. The Bidder's must submit the list of the Project handled, include the End-User/Client company name, Project Name and Project Duration (Start date and end-date)	
	The bidder must have a local helpdesk to provide 24x7 technical assistance. Must provide detailed escalation procedure and support including contact numbers and email addresses.	

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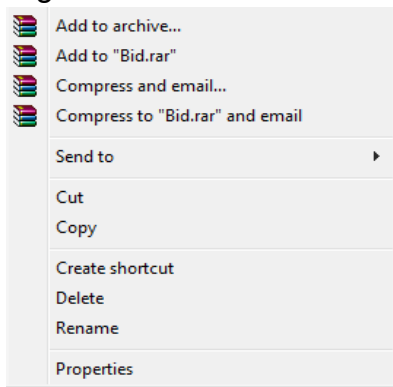
7. Select ZIP as "Archive Format"
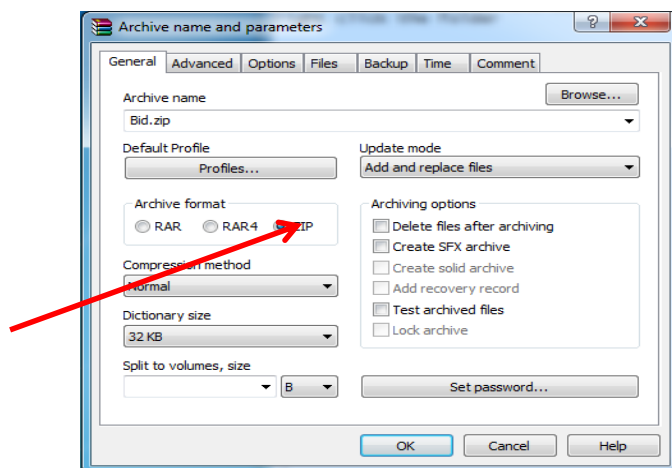
8. Click "Set password" and enter the password
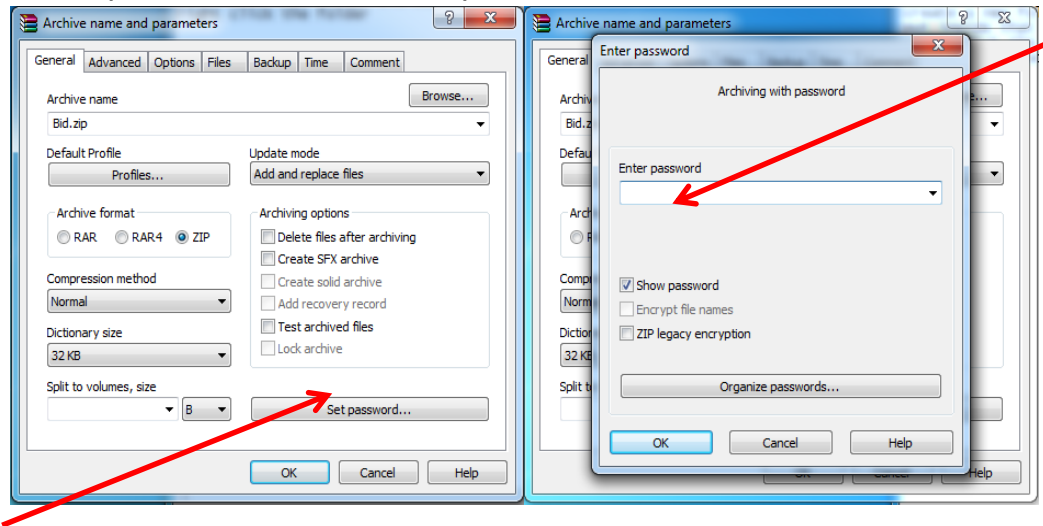
9. Upload the ZIP file with password in the online link to be shared only to bidders who bought the bidding documents:

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);
Or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
And

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (f) 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**

☐ (g) 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**

☐ (h) 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**

☐ (i) 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**

☐ (j) 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

☐ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ (l) 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

☐ (m)   If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

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

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

☐ (n)   *[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.

☐ (o)   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
(Inclusive of Applicable Taxes and All Incidental Cost)

Supply, Delivery, Installation and Configuration of Identity Access Management Solution with PAM for the DOF
ITB No. 2021-20-G

Item Number	Description	Quantity	Unit Price	Total Amount
1	**Identity Access Management (IAM) Solution** 100 Perpetual Device Licenses for PAM 25 Perpetual Privilege User Account Licenses - One (1) Year Warranty - 24x7 Support	**1 Lot**		
2	2 days Instructor-led Training for Support, User and Administration	**10 pax**		
	TOTAL AMOUNT			

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]*.

<div align="right">

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

</div>

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 Name and Signature]*

[Insert Signatory's Legal Capacity]   *[Insert Signatory's Legal Capacity]*

for: *for:*

[Insert Procuring Entity]   *[Insert Name of Supplier]*

<u>Acknowledgment</u>
[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.