

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

Supply, Delivery, Installation and Configuration of Cyber Defense Solution

October 2022
IB No. 2022-13-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.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

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 CYBER DEFENSE SOLUTION

1. The **Department of Finance**, through the **General Appropriations Act of 2022** intends to apply the sum of **Fifteen Million Pesos (₱15,000,000.00)** being the ABC to payments under the contract for the **Supply, Delivery, Installation and Configuration of Cyber Defense Solution – IB No. 2022-13-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 within **Ninety (90) calendar days from receipt of the Notice to Proceed**. Bidders should have completed, within **three (3) 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 4:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 14 to November 3, 2022** 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 **Fifteen Thousand Pesos (₱15,000.00)**. 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 Conference¹ on **October 21, 2022, 3:00PM** through video conferencing or webcasting *via Google Meet*. Interested bidders may send a letter of intent containing names and email addresses of participants, which shall be open to prospective bidders.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

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 **November 3, 2022, 01:00PM**. 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 **November 3, 2022, 03:00PM** at the **DOF Library, G/F DOF Building, Roxas Boulevard, Malate, Manila** and/or via **Google Meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Schedule of bidding activities is as follows:

ACTIVITIES	SCHEDULE
Advertisement/Posting of Invitation to Bid	October 14, 2022
Issuance and Availability of Bidding Documents	October 14 – November 3, 2022
Pre-Bid Conference	October 21, 2022, 03:00PM
Last Day of Request for Clarification	October 24, 2022 (by email)
Last Day for Issuance of Supplemental Bid Bulletin	October 27, 2022
Deadline for Submission of Bids	November 3, 2022, 01:00PM
Opening of Bids	November 3, 2022, 03:00PM

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

Ms. Eden C. Zamora

Head, BAC Secretariat

DOF BAC Secretariat, Procurement Management Division

7/F EDPC Building, BSP Complex, Roxas Boulevard, Manila

Email Address: bac@dof.gov.ph

Telephone No.: 5317-6363 loc. 2189 or 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.

MARIA EDITA Z. TAN
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 Project **Supply, Delivery, Installation and Configuration of Cyber Defense Solution**, with identification number **IB No. 2022-13-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 **2022** in the amount of **Fifteen Million Pesos (₱15,000,000.00)**.

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** Clause 5.3 should have been completed within **three (3) 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 Declaration² 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.

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	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Supply, Delivery, Installation and Configuration of Cyber Defense Solution and/or Security Operations Center Platform or Threat Intelligence projects;</p> <p>b. Completed within three (3) years prior to the deadline of the submission and receipt of bids.</p>
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	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than Three Hundred Thousand Pesos (₱300,000.00) [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Seven Hundred Fifty Thousand Pesos (₱750,000.00) [5% of ABC] if bid security is in Surety Bond.</p>
15	<p>Sealing and Markings of Envelopes: Each bidder must submit one (1) original and/or certified true copy of the original documents of the technical and financial components and may submit two (2) photocopies thereof. Original eligibility and technical documents shall be enclosed in one sealed envelope and the original financial component in another sealed envelope containing the markings:</p> <div style="border: 1px solid black; padding: 20px; text-align: center;"> <p>TECHNICAL COMPONENT</p> <p>SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF CYBER DEFENSE SOLUTION</p> <p>[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS & TELEPHONE NUMBER]</p> <p>UNDERSECRETARY MARIA EDITA Z. TAN CHAIRPERSON DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE ROXAS BOULEVARD, MANILA</p> <p>IB NO. 2022-13-G</p> <p>DO NOT OPEN BEFORE: NOVEMBER 3, 2022, 03:00PM</p> <p>Check one: <input type="checkbox"/> Original – Technical Component <input type="checkbox"/> Copy No. 1 – Technical Component <input type="checkbox"/> Copy No. 2 – Technical Component</p> </div>

FINANCIAL COMPONENT

**SUPPLY, DELIVERY, INSTALLATION AND
CONFIGURATION OF CYBER DEFENSE SOLUTION**

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

UNDERSECRETARY MARIA EDITA Z. TAN
CHAIRPERSON
DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE
ROXAS BOULEVARD, MANILA

IB NO. 2022-13-G

DO NOT OPEN BEFORE:
NOVEMBER 3, 2022, 03:00PM

Check one:

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

The envelopes containing the original and the copies shall then be enclosed in one single envelope containing the following markings:

**SUPPLY, DELIVERY, INSTALLATION AND
CONFIGURATION OF CYBER DEFENSE SOLUTION**

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

UNDERSECRETARY MARIA EDITA Z. TAN
CHAIRPERSON
DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE
ROXAS BOULEVARD, MANILA

IB NO. 2022-13-G

DO NOT OPEN BEFORE:
NOVEMBER 3, 2022, 03:00PM

Check one:

- Original
 Copy No. 1
 Copy No. 2

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

**SUPPLY, DELIVERY, INSTALLATION AND
CONFIGURATION OF CYBER DEFENSE SOLUTION**

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

UNDERSECRETARY MARIA EDITA Z. TAN
CHAIRPERSON
DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE
ROXAS BOULEVARD, MANILA

IB NO. 2022-13-G

DO NOT OPEN BEFORE:
NOVEMBER 3, 2022 03:00PM

19.3	One (1) Lot – Supply , Delivery, Installation and Configuration of Cyber Defense Solution
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements or their equivalent:</p> <ul style="list-style-type: none"> (a) Latest Income Business Tax Returns filed through the Electronic Filing and Payments System (EFPS): <ul style="list-style-type: none"> 1. Annual Income Tax Return (BIR Form 1702) for CY 2020 and CY 2021; and 2. Proof of VAT payments filed for CY 2022: <ul style="list-style-type: none"> April 2550M 2022 May 2550M 2022 June 2550Q 2022 July 2550M 2022 August 2550M 2022 September 2550M 2022 (b) BIR Tax Registration Certificate (BIR Form 2303).

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered to Department of Finance. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered to Department of Finance. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is personnel from Procurement Management Division.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

Spare Parts –

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

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

5.2.1.1.2 in the event of termination of production of the spare parts:

- i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
- ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of one (1) year.

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

Packaging –

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

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

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

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

2.2

The payment terms shall be milestone based, per identified deliverables subject for validation by the DOF project owner. The payment milestones are tabulated below:

Description	Days from receipt of Notice to Proceed	Progress
Supply, Delivery of the SaaS License of the proposed Cyber defense solution – Security Operations Center platform Solution	70 days	60%
Installation, Configuration and Testing of the proposed Cyber defense solution – Security Operations Center platform Solution - Approval of Test Procedures - Actual Testing	10 days	30%
Knowledge Transfer and Project Documentation - Knowledge Transfer of the proposed Cyber defense solution – Security Operations Center platform Solution - Submission of Project Documentations either softcopy or hard copies of the proposed Cyber defense solution – Security Operations Center platform Solution	10 days	10%
Total	90 days	100%

4	No further instructions.
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Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Unit	Delivered, Days
1	<p>Supply, Delivery, Installation and Configuration of Cyber Defense Solution for 12 months</p> <ol style="list-style-type: none"> 1. Incident Detection & Response Advanced for 1,500 Assets 2. Threat Intelligence Command (100 Assets) 3. Automated Remediation for 5 Threat Takedown 4. One-Time Implementation Services 5. Inclusive of Two (2) Monitoring Devices 6. Managed Security Operations Center (MSOC) – Remote 	1	lot	<p>Goods must be delivered within a 90 calendar days from receipt of Notice to Proceed</p>

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

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

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

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

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

Item	Specification	Statement of Compliance
1	<p>Supply, Delivery, Installation and Configuration of Cyber Defense Solution for 12 months</p> <p>PROJECT OBJECTIVE</p> <p>The objective of this project is to acquire a Cyber Defense Solution – a Security Operations Center platform tool, for the compliance, reporting and fulfillment of the duties and responsibilities of the DOF CSIRT. This will be utilized by the DOF in order to provide visibility on any forms of cybersecurity incidents within its Network and the Networks of financial sector agencies as well as those under the DOF umbrella.</p> <p>PROJECT IMPLEMENTATION AND DELIVERY SCHEDULE</p> <p>The Supply, Delivery, Installation, and Configuration of Cyber Defense Solution - Security Operations Center platform shall be within Ninety (90) calendar days from receipt of the Notice to Proceed (NTP).</p> <p>BIDDER’S QUALIFICATIONS</p> <p>The BIDDER/SUPPLIER shall be qualified to the following criteria. The items below should be submitted by the BIDDER/SUPPLIER as part of their Eligibility and Technical Proposal:</p> <ul style="list-style-type: none"> • The Bidder/Supplier must have completed a similar contract within the last three (3) years from the date of bid submission. The similar contracts refer to any Security Operations Center platform or Threat Intelligence projects. 	

	<ul style="list-style-type: none"> • The Bidder/Supplier must have and provide a certificate from the principal/manufacturer indicating that they are an authorized partner and/or reseller of the proposed solution/s. The said certification should be addressed to DOF's BAC Chairperson or BAC Secretariat and must indicate the name of the project. This should be submitted as part of their Eligibility and Technical Proposal. • The Bidder/Supplier must attach or provide a brochure/datasheet or equivalent document (original or internet download) of their proposed solutions in their Eligibility and Technical Proposal. • The Bidder/Supplier must have at least two (2) ITIL Foundation Certified staff to comply for the technical requirement of this project. The said ITIL Certified Staff should be connected with the Bidder/Supplier for at least three (3) years and shall be the key personnel who will monitor the installation, configuration, commissioning and completeness of the proposed solution. Must submit the following as proof: Resume or Curriculum Vitae, photocopy of certifications and certificate of employment. Sub-contracting of personnel is not allowed. This should be submitted as part of their Eligibility and Technical Proposal. • The Bidder/Supplier must have at least one (1) Certified Information Security Manager (CISM) to comply for the technical requirement of this project. The said CISM should be connected with the Bidder/Supplier for at least three (3) years and shall be the technology officer who will supervise & monitor the safety and security of the supply, delivery, installation and configuration of the proposed Cyber Defense Solution - Security Operations Center platform. Must submit the following as proof: Resume or Curriculum Vitae, photocopy of certifications and certificate of employment. Sub-contracting of personnel is not allowed. This should be submitted as part of their Eligibility and Technical Proposal. • The Bidder/Supplier must be an ISO 27001 Certified for the Implementation & 	
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Administration of Managed Services and Cloud Management Services. The said ISO 27001 Certificate should be submitted as part of their Eligibility and Technical Proposal.

SCOPE OF WORK

The Supply, Delivery, Installation, and Configuration of Cyber Defense Solution - Security Operations Center platform must cover the following:

- Supply and delivery of all the SaaS components to produce the Cyber Defense Solution - Security Operations Center platform.
- MSOC – Managed Security Operations Center.
 - Must assign a dedicated remote local MSOC team to manage the proposed Cyber Defense Solution - Security Operations Center service platform 24/7 within the one (1) year contract period.
 - Monitoring of the following:
 - Platform Management
 - 24x7 Platform monitoring
 - Triage all Critical/High/Med/Low Alerts
 - Investigate Notifications
 - Verify and approve whitelist requests
 - Confirmation of activity requiring client and partner approval
 - Address Sensor coverage gaps
 - Threat Intelligence monitoring
 - Network and Security Events monitoring
 - MSOC must respond to the following:
 - Triage SOC Detections using the proposed platform
 - Identify technical root cause
 - Breach IR investigation with detailed root cause analysis report
 - Remediation:
 - Execute remediation strategy based on predefined playbook
 - Contact customer for approval of remote remediation
 - Escalate "critical" via call tree
 - Recommend recovery actions as needed
 - Action "recovery actions" provided

- Post incident reporting and additional response
- Vulnerability Visibility and management
- MSOC must provide monthly report for the SOC Team performance, Quarterly Briefings, and Customer Tailored Reporting - Incident and Status reporting -Provide Quarterly/Annual Metrics Report for Team Performance Quarterly Briefings
- The SOC Team counterpart must assist DOF CSIRT to perform the Alert Notification, Alert Analysis, Report Generation and Recommendation for remediation.
- Installation and configuration of all system components as specified in the Technical Specifications.
- Testing and Final Implementation of the proposed Cyber Defense Solution - Security Operations Center platform.
- Must conduct Capacity Building / Knowledge Transfer to the technical staff of DOF who shall operate and maintain the proposed Cyber Defense Solution - Security Operations Center platform.
- Must provide Project Documentation in hard and soft copies upon the successful deployment of the proposed Cyber Defense Solution - Security Operations Center platform.

SCHEDULE OF REQUIREMENTS

1. Incident Detection & Response Advanced for 1,500 Assets
2. Threat Intelligence Command (100 Assets)
3. Automated Remediation for 5 Threat Takedown
4. One-Time Implementation Services
5. Inclusive of Two (2) Monitoring Devices
6. Managed Security Operations Center (MSOC) – Remote

TECHNICAL SPECIFICATIONS

A. CYBER DEFENSE SOLUTION - SECURITY OPERATIONS CENTER PLATFORM REQUIREMENTS

The proposed solution must have the following minimum requirements:

- Must be a platform that acts as the mission control for Security Operations Center platform (SOC)
- Must be designed to integrate and automate security operations
- Must allow DOF team to stop threats faster
- Must surface real threats hidden across agencies environment
- Must provide alert validation, prioritization, and triaging
- Must manage alert volumes and false positives
- Must provide an executive dashboard and reports.

B. SECURITY OPERATION CENTER PLATFORM

B.1 Architecture, Performance, and Scalability

- The solution must be a SaaS Cyber defense solution – Security Operations Center platform
- The solution must support a minimum of 1,500 devices with sustainable events per second (EPS).
- The solution can store the log files in the cloud.
- The solution must be able to offer a customizable data retention policy and can retain the incident and non-incident data for one year.
- The solution must be able to access from a remote location and the connections must be encrypted thru minimum of TLS 1.2 version.
- The solution must be able to assign role-based privileges to different members of the team through built-in IAM or can be integrated to DOF Active Directory.
- The solution must be able to provide end-point visibility thru built-in EDR to be installed on end devices on premise and off-site.
- The solution must be able to protect data at rest, in transit, and in use, build a behavioral baseline of known good user behavior,

	<p>timestamp events to support multi-time-zone coverage, facilitate cloud app discovery, scale horizontally to handle any amount of load and it must be filtered and compressed to be bandwidth-efficient.</p> <p>B.2 User Interface and Administration</p> <ul style="list-style-type: none"> ● The solution must be able to increase the productivity of the security team, search and tie an IP to an asset and to the associated user ● The solution must have user interface that is graphical, easy-to-use, and responsive ● The solution must be deployed with a common set of rules that reduce the workload associated with writing rules. ● The solution must have the capability for cascading queries. Cascading queries are seamlessly generated queries that are based on the data returned from a previous query. An example would be to view the assets affected by an alert, and then drill down to the users affected from that search result page. <p>B.3 Incident Detection Capability</p> <ul style="list-style-type: none"> ● The solution must be able to detect stolen credentials on the internal network, local machine, cloud services, lateral movement, Pass-the-Hash attacks, privilege escalation, "striping" attacks, i.e. trying one or two passwords on a large portion of the user population to avoid lockouts, phishing campaigns and suspicious links sent to the organization, intruders before data exfiltration, network ingress from anomalous locations ● The solution must be able to integrate data sources across the network. ● The solution must be able to identify the IP addresses associated with the incident, assets associated with the incident, if a user is authenticating to a completely new asset, users associated with the incident ● The solution must be able to cover Windows endpoints, Mac endpoints, and Mobile devices ● The solution must be able to identify logs being deleted from the endpoint, malware on endpoints, obfuscated malware, users accessing network segments that they 	
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shouldn't or leaving network segments that they are assigned to

- The solution must be able to detect network scans.

B.4 Incident Investigation

- The solution must be able to make investigations simpler, faster, and view various sources of data together in an investigation
- The solution must be able to allow investigative findings to be shared within the organization, go as far back can investigations go, in cases by years and pull visibility and data can be pulled from the endpoint real-time
- The solution must be able to allow for hunting.

B.5 Integrations

The solution must be able to integrate with the following:

- DHCP solutions.
- DNS solutions.
- Firewall solutions.
- IDS/IPS solutions.
- VPN solutions.
- Web Proxy solutions.
- E-Mail solutions.
- Cloud Applications.
- Advanced Malware solutions.
- SIEMs and other log aggregators.
- Virus Scanner solutions.
- Cloud Service solutions.
- Vulnerability Assessment (VA) tools

B.6 Value-Added Features

- The solution must be able to reduce the number of false-positive alerts.
- The solution must be able to detect user enumeration and password testing.
- The solution must be able to integrate with outside threat feeds as added intelligence.
- The solution must be able to alert if organization credentials have been leaked in a 3rd party breach.

C. EXTERNAL THREAT INTELLIGENCE

The solution must be able to provide cyber threat intelligence for a minimum of one hundred (100) assets or sources of attack information related to the following:

	<p>C.1 Data Leakage</p> <ul style="list-style-type: none"> ● Detection of leaked credentials based on agency assets ● Detection of confidential documents leaked online based on agency assets and watermarks ● Detection of employees' private data leaked online ● Detection of references to secret projects based on agency assets <p>C.2 Attack Indicators</p> <ul style="list-style-type: none"> ● Reporting of intention to target the agencies or industries, major hacktivist campaigns, illegal trade in the agency's drugs online, counterfeit activity regarding agency brands, employee emails found on spam lists, blacklisted IP addresses, based on CIDRs/IP provided by the agencies, Indications of activist initiatives against the agency. RDPs sold on the black market based on the CIDRs/IP provided by the agency and reporting of malware samples targeting agency based on agency's assets, Detection of machines infected with malware, indications of insider activity within the company or industry ● Reporting of Phishing ● Detection of newly registered domains based on agencies assets: common additions and common permutations ● Discovery of active phishing pages utilizing agency name/graphic language ● OCR capabilities for detection of active phishing pages ● "Piggybacking" of phishing site repositories <p>C.3 Vulnerabilities</p> <ul style="list-style-type: none"> ● Reporting of newly disclosed vulnerabilities based on company assets ● The platform has an option to do active scanning of vulnerabilities on provided assets (note: must need to buy this as an additional feature). ● Detection of anomalies in "WhoIS" registries of online assets, old and/or unmaintained pages ● Detection of exposed internal/external pages, open ports on agency's servers ● Problem in installation of SSL Certificate ● Unsecure FTP/RDP Connections 	
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	<ul style="list-style-type: none"> ● Detection of publicly disclosed SQL/XSS vulnerabilities found on agency's assets, JS Vulnerabilities found in agency's online assets vulnerabilities found in agency's mobile applications ● Reporting of intentions by attackers to exploit disclosed vulnerabilities that might affect the agency <p>C.4 Executive Monitoring</p> <ul style="list-style-type: none"> ● Alerts on specific intentions to target VIPs based on a list provided by the agency, discussing/publicizing VIP movements online, fake profiles utilizing the name/image of a VIP, and VIP credentials leaked on-line <p>C.5 Brand Protection</p> <ul style="list-style-type: none"> ● Fake profiles utilizing the agency's name and/or graphic language for fraudulent purposes, that impersonate company employees ● Fake applications that resemble the agency and/or utilize the agency's name/graphic language: mobile & desktop and Malicious applications that resemble the agency's and/or utilize the agency's name/graphic language. ● Defacement detection <p>C.6 Sources</p> <ul style="list-style-type: none"> ● Cyber-crime Forums ● Mobile Messaging Apps ● IRC Chat Rooms ● Application Stores ● Paste Sites ● Dev Repositories ● IP Blacklists ● Search Engines e.g. Google, Bing, etc. ● Document Sharing Sites ● Data Leakage Sites and Repositories ● Bug-bounty Sites ● Phishing Reporting Sites ● Social Media Sites ● Data Dumps Shared via P2P ● Insider-Trading Sources ● e-Commerce Platforms ● Black Markets ● Access to attached list of forums, black markets, and other deep web sources 	
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- Automated collection of new sources: “deep crawling”, monitoring of new sites added to the site indexes

C.7 Threat Management

- Retrieve, Ingest and Organize SIEM Logs
- Ingestion of Open-Source Threat Feeds, ISAC and other 3rd party data and intel feeds, Threat Data via Emails, threat data via manual uploading of documents, and threat data via API
- Ability to add or annotate threat data manually
- Support STIXX/TAXII data model and IoCs data model
- Whitelisting IoCs

C.8 External Threat Remediation

- Threat Severity Scoring
- Passive DNS enrichment
- IOCs reputation from 3rd party sources (e.g. Virus Total)
- WHOIS enrichment
- Enrichment with data generated from original threat research
- IOC retirement process
- At least five (5) takedowns of fake mobile applications, phishing sites, and malicious domains with one-click via partnership with Google.

C.9 Internal Threat Mitigation

- Integration with firewalls for automated IP blocking, Endpoint Solutions for IoC monitoring, and MS Active Directory to force password update for leaked credentials
- Proxy and Gateway integration to blacklist malicious domains

C.10 Threat Intelligence Research Capabilities

- Generate general cyber intelligence reports concerning trends and developments in the cyber-threat landscape.
- Trend Detection and Monitoring
- Built-in search engine for data scraped off forums and other Deep/Dark Web Sources.
- Generate industry-specific intelligence reports concerning trends and developments in the cyber-threat landscape.

	<ul style="list-style-type: none"> ● Option for ad-hoc reports, research, and papers upon request on different topics (top used TTPs by specific threat actors, etc.). ● Automated Malware Analysis ● Reverse engineering capability upon request ● Detection and long-term monitoring of APT campaigns. ● API TAs monitoring ● Access to forums where APT-affiliated TAs participate ● Automated detection of the agencies and its assets and automated scoring of agency's cyber security level <p>C.11 Functional Requirement</p> <p>C.11.1 Query</p> <ul style="list-style-type: none"> ● Information from various sources and kept on the principal's cloud server. ● Information is queried on the vendor's DB and not on the sources. ● Integration of various external IoC services into platform. ● Option to integrate alert feed into external services via API. ● Integration of data found in the research section with IoCs from feeds. <p>C.11.2 Logging</p> <ul style="list-style-type: none"> ● All events and actions carried out on the platform by the agency's employees are logged. ● Logs are accessible to customer via the offered platform. <p>C.11.3 Alerting</p> <ul style="list-style-type: none"> ● Timely email updates based on personal user profile and preferences. ● Timely updates via email on relevant APT activity - per region/sector/organization. ● Intelligence provided in near real-time <p>C.12 Other Features</p> <ul style="list-style-type: none"> ● The solution must support well-known Security Orchestration Automation and Response (SOAR) solutions in the market. ● Apart from all the regular forms and dark web sources the platform should support messaging platform. ● An interface for self-configuration of assets: domains, sites, mail domains, VIPs, IP addresses (specific and ranges), 	
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technologies in use, brands and company names.

D. TWO (2) UNITS MONITORING DEVICES

Specifications:

- Pre-Installed SOC Tools Application (Client Based or Web-based)
- Processor: Eight (8) Core CPU or equivalent,
- Graphics Processing Unit: Eight (8) Core GPU or equivalent
- RAM: Sixteen (16) GB Unified Memory or equivalent
- Storage: 512 GB SSD or equivalent
- Screen Size: Not smaller than 13 – inch (diagonal) LED – backlit display
- Operating System: Any of the following OS;
 - Ent. Linux OS
 - MacOS
 - Windows Pro OS

E. LICENSES AND SUPPORT

- All the SaaS Licenses in the above mentioned shall have one (1) year support and maintenance services from the winning SUPPLIER. The end-user is entitled to download all updates and receive technical support from the winning SUPPLIER.
- The winning SUPPLIER shall provide phone, email, and onsite support
One (1) Year Updates and Support Services
Provide 24x7 Email and Phone Support
Conduct Online Quarterly Health Check

F. PROJECT DOCUMENTATIONS

- The winning SUPPLIER shall submit technical manuals in hard and/or softcopy within the contract period.
- All documentations shall form part of the acceptance process deliverables and shall be the property of DOF.

G. DUTIES AND RESPONSIBILITIES OF THE SUPPLIER

G.1 Installation, Configuration, and Testing

- The winning SUPPLIER shall provide the necessary installation, setup, and configuration, and testing services of all the SaaS deliverables.
- The winning SUPPLIER shall provide documentation on the installation and

configuration, blueprints, and testing and procedures as well as technical and user manuals.

- The winning SUPPLIER shall submit a User Acceptance Test (UAT) Test Plan subject to the approval of the DOF or its designated approving officer which includes but is not limited to approved functional, operational, performance, security and environmental specifications and proposed date, location, and methods for the conduct of UAT.
- The winning SUPPLIER shall conduct a UAT upon approval of the UAT Test Plan and issuance of Certificate of Acceptance of Documentation.
- DOF shall issue a Certificate of User Acceptance upon successful completion of UAT.

G.2 Escalation

- The winning SUPPLIER shall provide technical support or assistance to the end-user in case of issues or concerns to the delivered SaaS Cyber defense solution SOC solution.
- The winning SUPPLIER shall provide the following support as follows:
 - Update the firmware as necessary
 - Online Troubleshooting and/or Re-configuration (as necessary).

H. SERVICE LEVEL AGREEMENT

H.1 Acknowledgement SLA – The Acknowledgement SLA Percentage shall be computed per month base on the total number of missed hours exceeding the Acknowledgement SLA guarantee of fifteen (15) minutes per incident

Service Level Target	Description
98%	Acknowledgement SLA of 15 minutes from the time incident is detected by SIEM or from the time the Client provides a proof of compromise (POC) incident report, whichever comes first, up to the creation of service ticket.

H.2 Incident Response SLA – Time to respond or provide request from when incident or request is

reported based on severity level.

Priority Level	Incident Response Time	Reference:
P1 - Catastrophic	Within 60 minutes	From the creation of service ticket up to triage. Triage is when the SOC L2 Incident Responder communicates with the client to further investigate and provide recommendation on how to contain, remediate, and recover from the security incident
P2 - Critical	Within 90 minutes	
P3 – Marginal	Within 120 minutes	
P4 - Negligible	Within 160 minutes	

	Target Response Time Percent per month		
Incident Priority	1 and 2	3 and 4	
	>=90%	>=80%	Sum of the number of incidents meeting required Response Time for all days in the month

10. TRAINING AND KNOWLEDGE TRANSFER

- The winning SUPPLIER shall provide installation, operational and maintenance training of the proposed Cyber Defense Solution SOC solution.
- The knowledge transfer shall be conducted at a designated venue and shall be attended by concerned DOF personnel in compliance with the approved guidelines of the IATF (if necessary).

- The winning SUPPLIER shall provide all training resources including but not limited to training modules and handouts.

11. PENALTY CLAUSE

The winning SUPPLIER is mandated by DOF to deliver its proposed services within the mutually agreed Work Plan. In the event that the winning SUPPLIER is not able to deliver within the allowable and acceptable period, DOF shall impose a Delay Penalty of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Penalty shall be imposed if final acceptance date is not achieved as per agreed Project Work Plan. Should the delay/s is/are due to unavoidable circumstances i.e. typhoon, earthquakes or other natural disasters and other forms of delays not within the control of the winning SUPPLIER, they must provide a written report detailing the cause of delay, impacted deliverables with reasons thereof and a detailed catch up plan and/or updated work plan. This must then be presented to DOF's project team for discussion and acceptance.

12. PAYMENT TERMS

12.1 The Payment Terms for this project shall be milestone based, per defined deliverables subject for validation by the DOF project owner. The payment milestones are tabulated below:

Description	Delivered days from receipt of NTP	Progress
Supply, Delivery of the SaaS License of the proposed Cyber defense solution – Security Operations Center platform Solution	70 days	60%
Installation, Configuration and Testing of the proposed Cyber defense solution – Security Operations Center platform Solution - Approval of Test Procedures	10 days	30%

- Actual Testing		
Knowledge Transfer and Project Documentation	10 days	10%
- Knowledge Transfer of the proposed Cyber defense solution – Security Operations Center platform Solution		
- Submission of Project Documentations either softcopy or hard copies of the proposed Cyber defense solution – Security Operations Center platform Solution		
Total	90 days	100%

13. LIQUIDATED DAMAGES FOR NON-DELIVERY OR NON COMPLIANCE

The winning SUPPLIER must deliver their proposed solution with provision for liquidated damages for their non-compliance.

DELIVERABLE	DESCRIPTION	LIQUIDATED DAMAGES
SaaS License Platform	The winning SUPPLIER shall supply and deliver their proposed Cyber defense solution – Security Operations Center platform Solution within ninety (90) calendar days from the receipt of the Notice to Proceed.	One tenth (1/10th) of one percent (1%) of the contract price shall be imposed per day of delay.
Configuration and Testing	The winning SUPPLIER shall conduct configuration and	

		testing their proposed Cyber defense solution – Security Operations Center platform Solution within ninety (90) calendar days from the receipt of the Notice to Proceed.	
	Knowledge Transfer	The winning SUPPLIER shall conduct Knowledge Transfer to their proposed Cyber defense solution – Security Operations Center platform Solution within ninety (90) calendar days from the receipt of the Notice to Proceed.	
	Project Documentations	The winning SUPPLIER shall submit the Project Documentations for their proposed Cyber defense solution – Security Operations Center platform Solution within ninety (90) calendar days from the receipt of the Notice to Proceed.	
<p>14. WARRANTIES OF THE SUPPLIER</p> <ul style="list-style-type: none"> ● The winning SUPPLIER warrants that it shall conform strictly to the terms and conditions of this Terms of Reference. ● The winning SUPPLIER shall ensure that all the on-call technical personnel have the capability to provide thorough analysis of the technical problems escalated by the DOF and provide immediate and permanent resolutions. ● The winning SUPPLIER warrants, represents and undertakes reliability of the services and that their 			

	<p>manpower complement is hardworking, qualified/reliable and dedicated to do the service and provide the deliverables required to the satisfaction of the DOF. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound. It shall not employ DOF employees to work in any category whatsoever.</p> <ul style="list-style-type: none"> ● The winning SUPPLIER shall comply with the laws governing employee's compensation, PhilHealth, Social Security and labor standards, and other laws, rules and regulations applicable to its personnel employed by the winning SUPPLIER on account of the contracted services and deliverables. The winning SUPPLIER shall pay its personnel not less than the minimum wage and other benefits mandated by law. ● The winning SUPPLIER, in the performance of its services, shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws, and shall comply with the rules, regulations and directives of all concerned Regulatory Authorities and Commissions. The winning SUPPLIER undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the use or operation of the installation. ● The winning SUPPLIER's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices. ● The winning SUPPLIER shall coordinate with the authorized and/or designated DOF personnel in the performance of their jobs. ● The winning SUPPLIER shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the DOF shall be specifically released from any and all liabilities arising therefrom. ● The winning SUPPLIER shall neither assign, transfer, pledge, nor subcontract any part or interest therein. ● The winning SUPPLIER shall correct issues within three (3) calendar days from receipt of notice from DOF. 	
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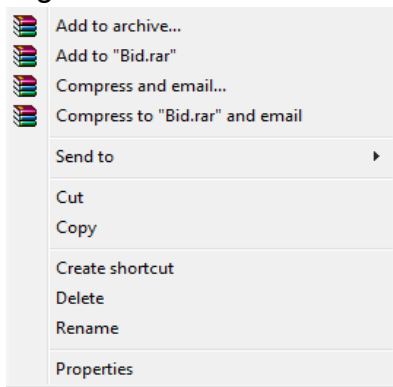
	<ul style="list-style-type: none"> ● Support services issued in each component shall be valid for one (1) year. <p>15. CONFIDENTIALITY OF DATA</p> <ul style="list-style-type: none"> ● The winning SUPPLIER shall document detailed procedures/techniques in identifying systems security risks and breach(es), and how such shall be handled. ● All project staff of the winning SUPPLIER shall be required to sign a non-disclosure agreement. ● The DOF system, its components, parts and all products, product samples and specifications, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as "Proprietary Information") are confidential and proprietary to the DOF. ● The winning SUPPLIER agrees to hold the Proprietary Information, in strict confidence. The winning SUPPLIER furthermore agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written approval of the DOF. <p>16. PRE-TERMINATION OF CONTRACT</p> <ul style="list-style-type: none"> ● The Contract for the Supply, Delivery, Installation, and Configuration of Cyber defense solution - Security Operations Center platform may be pre-terminated by DOF for any violation of the terms of the contract. In case of pre-termination, the winning SUPPLIER shall be informed by DOF thirty (30) days prior to such pre-termination. ● In case of pre-termination, the SUPPLIER shall be liable to liquidated damages equivalent to 1/10th of one percent (1%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the Performance Security. ● The DOF shall have the right to blacklist the SUPPLIER in case of pre-termination. 	
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I hereby certify to comply with all the above Technical Specifications.

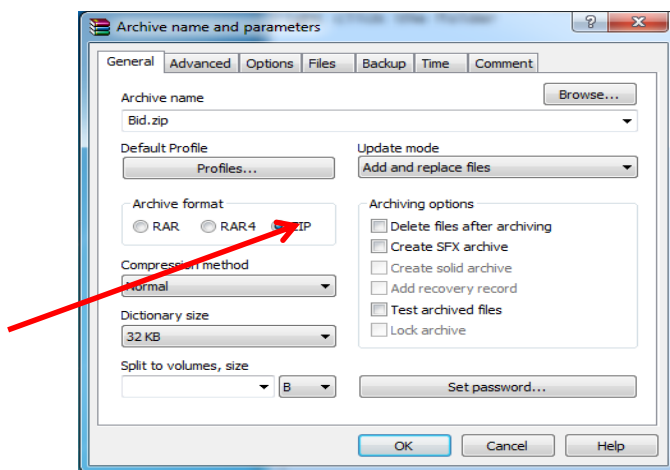
Name of Company/Bidder Signature Over Printed Name of Representative Date

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

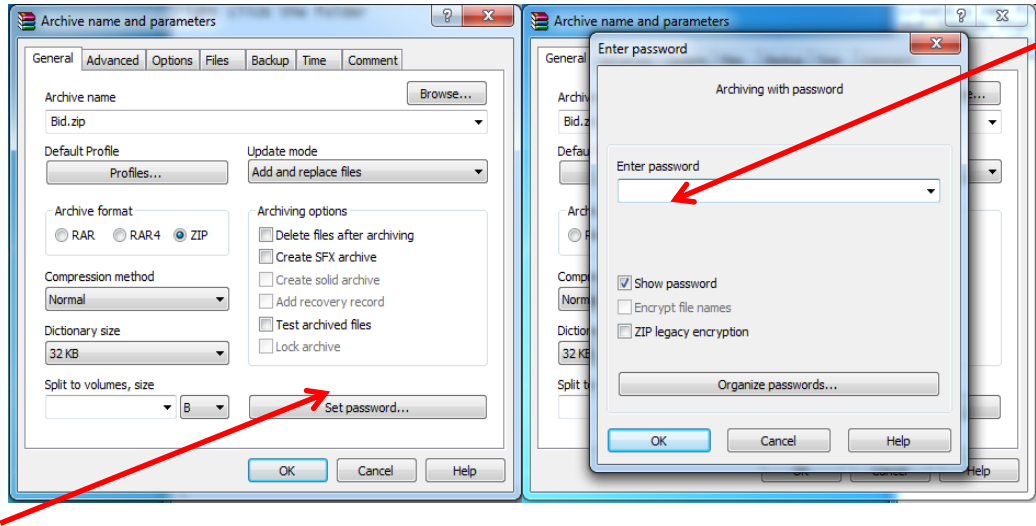
1. Scan or convert the bid documents to PDF format.
2. Download the free WinRAR software (rarlab.com) and install.
3. Create two (2) New Folders.
4. Rename the folders with these formats:
 - a. Technical Bid ITB No. <Insert ITB No.><Insert Name of Company>
 - b. Financial Bid ITB No. <Insert ITB No.><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:

TECHNICAL COMPONENT (must be password protected): *

[Add file](#)

FINANCIAL COMPONENT (must be password protected): *

[Add file](#)

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

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

- (i) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

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

25 FINANCIAL COMPONENT ENVELOPE

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule

(Inclusive of Applicable Taxes)

Supply, Delivery, Installation and Configuration of Cyber Defense Solution – IB No. 2022-13-G

Item Number	Description	Quantity	Unit Price	Total Amount
1	Supply, Delivery, Installation and Configuration of Cyber Defense Solution for 12 months: 1. Incident Detection & Response Advanced for 1,500 Assets 2. Threat Intelligence Command (100 Assets) 3. Automated Remediation for 5 Threat Takedown 4. One-Time Implementation Services 5. Inclusive of Two (2) Monitoring Devices 6. Managed Security Operations Center (MSOC) – Remote	1 lot		
TOTAL (₱)				

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. Data Privacy Compliance

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

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

6. Consent to the Processing of Personal Information

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory’s Legal Capacity]

[Insert Signatory’s Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (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
							<i>(Attach a copy)</i>

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.

