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## INVITATION TO BID FOR

### PROVISION OF CONSOLIDATED ICT SECURITY SOFTWARE SUBSCRIPTIONS FOR THE PHILIPPINE COMPETITION COMMISSION 2024

1. The *Philippine Competition Commission (PCC)*, through the *F.Y. 2024 Budget pursuant to the General Provision of the National Expenditure Program (NEP) and Section 7.6 of the Revised 2016 Implementing Rules and Regulations of the Republic Act No. 9184*, intends to apply the sum of *Five Hundred Thousand Pesos (PhP500,000.00)* being the ABC to payments under the contract for the *Provision of Consolidated ICT Security Software Subscriptions for the Philippine Competition Commission 2024 (Lot 1: Anti-Virus)* under *Invitation to Bid (IB) No. 2024-EPA-0023*. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The *PCC* now invites bids for the above Procurement Project. Delivery of the Goods is required upon receipt of the Notice to Proceed. Bidders should have completed a contract similar to the Project within five (5) years from the date of submission and receipt of bids. 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 *PCC* and inspect the Bidding Documents at the address given below during *office hours from 8:00 A.M. to 5:00 P.M. (Monday through Friday)*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *15 December 2023* from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB and internal issuance of PCC Bids and Awards Committee (PBAC), in the amount in the amount of *One Thousand Pesos (PhP1,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The *PCC* will hold a Pre-Bid Conference on *15 December 2023, 1:30PM* at the given address below or through Microsoft Teams teleconference which shall be open to prospective bidders.
7. Bids must be duly received by the PBAC Secretariat through *IB No. 2024-EPA-0023* on *27 December 2023, 12:00NN* at *25<sup>F</sup> Vertis North Corporate Center 1, North Avenue, Quezon City* or via *e-bid submission through this link: <https://pccgov.sharepoint.com/sites/E-BIDSubmission>*. 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 *27 December 2023, 1:30PM* at the given address below or through Microsoft Teams Teleconference. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bids submitted through online submission must be put in a compressed/zip folder. The compressed folders and the files in it must be *both password-protected*. Kindly refer to the Guidelines on PCC E-Bid Submission uploaded under the E-Bid System window of the PCC website. In case of tie, bidders' presence is required during tie breaking through toss coin or draw lots.

11. The **PCC** 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:

***THE SECRETARIAT***

*Bids and Awards Committee*

*Philippine Competition Commission*

*25F Tower 1, Vertis North Corporate Center,*

*North Avenue, Quezon City*

*Telephone No.: (02) 771-9722 local 204*

*e-mail: [procurement@phcc.gov.ph](mailto:procurement@phcc.gov.ph) or [cpsioson@phcc.gov.ph](mailto:cpsioson@phcc.gov.ph)*

13. You may visit the following websites:

For downloading of Bidding Documents:

<https://www.phcc.gov.ph/procurement/request-for-quotation-expression-of-interest-invitation-to-bid/>

For online bid submission: <https://pccgov.sharepoint.com/sites/E-BIDSubmission>

07 December 2023



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**ATTY. JOSEPH MELVIN B. BASAS**  
*Chairperson, PCC Bids and Awards Committee*

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## DETAILED TECHNICAL SPECIFICATIONS

### Provision of Consolidated ICT Security Software Subscriptions for the Philippine Competition Commission

#### I. RATIONALE:

The Philippine Competition Commission (PCC), through the Information and Communications Technology Division (ICTD), manages, maintain and secure its endpoint and servers.

Currently, the ICTD manages cloud-based anti-virus for its 300 endpoints and servers.

The PCC needs to procure subscription licenses for endpoint and server security, to protect the documented information of PCC, for the continuous operation of its systems infrastructure.

#### II. OBJECTIVE:

1. Strengthen PCC computing assets and improve its cybersecurity stance by implementing an efficient, reliable and cost-effective security system and software subscription;
2. Protect valuable information assets of the Commission from being compromised brought about by malicious activities;
3. Protect endpoint computers and servers against malicious software, viruses, and unwanted network intrusions that may harm PCC's computing ecosystem; and
4. Increase capability of the ICTD in monitoring health of PCC information assets.

#### III. SCOPE OF WORK:

- Submit manufacturer's catalog and product data;
- Provide all materials, equipment and peripherals, and scope of works (to include those not mentioned in this Detailed Technical Specifications but needed in the completion of the project);
- The supplier must submit the following project documentation:
  - i. Project Management Team (Name, Role, Qualifications/Certifications, Contact Numbers)
  - ii. Deployment Plan
  - iii. User Acceptance Test
  - iv. Testing and Technical Report
- Service Level Agreement
  - Replace defective units / licenses in full within fifteen (15) days from the date of delivery, if found defective during installation without additional cost to PCC;
  - Provide a single point of contact for technical and customer support, either phone or electronic mail;

- Provide 8X7 call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekend and holidays.
- Backup configurations, data and information before installation;
- Upgrade firmware version to latest stable version;
- Deploy, install and configure the Anti-Virus (Endpoint and Server);
- Verify if rules and policies and other configurations are working and no unplanned changes were made

#### IV. INFORMATION SECURITY AND NON – DISCLOSURE AGREEMENT

To ensure protection of PCC information assets, bidders are expected to observe and abide by the established PCC Information Security Management System (PCC ISMS) and shall agree to sign a non-disclosure agreement.

All data, documents, records, configuration files and metadata (collectively “Information”) to be provided to the bidders for purposes of delivering the Services are considered confidential information and shall remain the sole property of PCC. The Service Providers shall acknowledge the importance of maintaining security and confidentiality of the Information and agree to prevent unauthorized transfer, disclosure, or use of these Information by any third person or entity. Bidders shall not use the Information for any purpose other than in connection with the Services. Bidders shall ensure that it will not retain, after completion of the Services with which the Information was provided, all or any portion of the Information, in any manner whatsoever.

#### V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **Five Hundred Thousand Pesos Only (500,000.00)** inclusive of all applicable government taxes and service. The contract price shall include all the costs and profits arising from the or in relation to the services rendered in connection with the engagement and until the end of the contract.

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

#### VI. QUALIFICATION OF THE SUPPLIER

The Bidder/s should have the following minimum requirement:

- a. Should be an established IT company with at least three (3) years of experience in installing and configuring Anti-Virus
- b. Must submit certification of authorized distributorship / dealership / resellership from the distributor / manufacturer of the product/s offered.
- c. Submit the list of identified certified engineers and/or technicians with **signed curriculum vitae** that will be involved in the software and/or equipment maintenance, **with at least three (3) years of experience working in similar field of engagement.**
- d. Should submit copies of client’s satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients for the last five (5) years, with similar

contracts. Similar contracts refer to installation and configuration of Anti-Virus for Endpoint and Server.

The pertinent documents to support the above-mentioned qualifications shall be part of the bid submission.

## **VII. TECHNICAL SPECIFICATIONS:**

Minimum and/or equivalent functional requirements, technical specifications, features, characteristics and numbers.

### **A. Endpoint Anti-virus**

1. At least Three Hundred (300) licenses
2. Subscription period for Twelve (12) Months from installation of software
3. Must be compatible with the existing PCC Antivirus for Endpoint
4. Includes Agent for Windows and MacOS
5. Must be centrally cloud-managed
6. With the following features:
7. With Advance Threat Hunting and IT Security (Endpoint Detection and Response)
  - Deep Learning
  - Exploit Prevention
  - Active Adversary Protection
  - Cryptoguard and WipeGuard Anti-Ransomware
  - Root Cause Analysis
  - Application Whitelisting
  - Anti-Malware
  - Live Protection
  - Web Security
  - Web Control
  - Malware Removal
  - Peripheral Control
  - Application Control
  - Behavior Analysis
  - Data Loss Prevention
  - Download Reputation
  - Malicious Traffic Detection
  - Potentially Unwanted Application Blocking

### **B. Server Anti-virus**

1. At least Fifteen (15) Licenses
2. Subscription period for Twelve (12) Months from installation of software
3. Must be compatible with the existing PCC Antivirus for Servers
4. Includes agent for Windows and Linux
5. Must be centrally cloud-managed
6. With the following features:
  - Deep Learning
  - Exploit Prevention
  - Active Adversary Protection
  - Cryptoguard and WipeGuard Anti-Ransomware
  - Root Cause Analysis

- Application Whitelisting
- Anti-Malware
- Live Protection
- Malicious traffic detection
- AWS Integration for windows server
- Server Application Whitelisting
- Automatic Exclusion
- Behavior Analysis
- Web Security
- Download Reputation
- Web Control
- Peripheral Control
- Application Control
- Data Loss Prevention
- Anti-Ransomware
- Malware Removal

**VIII. SCHEDULE OF REQUIREMENTS:**

Must complete the installation and provisioning within thirty (30) calendar days from receipt of Notice to Proceed.

**IX. MODE OF PROCUREMENT:**

The mode of procurement shall be Competitive Bidding provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

**X. PAYMENT SCHEME:**

Payment shall be **ONE TIME PAYMENT**. The PCC shall pay the Provider within fifteen (15) working days upon receipt of the original signed Statement of Account, or billing statement, supported by Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user.

**XI. LIQUIDATED DAMAGES:**

If the supplier fails to deliver any or all of the goods and/or to perform the services within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once, the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

**XII. DISPUTE AGREEMENT / RESOLUTION:**

Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by the Parties.

Prepared by:



**SAMUELLE DAVID S. ONCHENGCO**  
Information Systems Analyst I

Approved by:



**ALLAN ROY D. MORDENO, CISM**  
Chief, ICT Division

Noted by:



**JESON Q. DE LA TORRE**  
Director IV, Administrative Office

<b>Conforme:</b>
_____ <b>Name and Signature of Authorized Representative</b>
_____ <b>Designation</b>
_____ <b>Name of Company</b>
_____ <b>Date</b>