

PHILIPPINE BIDDING DOCUMENTS

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

IB No. 2021-EPA-0013

Government of the Republic of the Philippines
Philippine Competition Commission

November 2020

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	20
1. Scope of Contract	21
2. Advance Payment and Terms of Payment	21
3. Performance Security	21
4. Inspection and Tests	21
5. Warranty	22
6. Liability of the Supplier	22
Section V. Special Conditions of Contract	23
Section VI. Schedule of Requirements	27
Section VII. Terms of Reference	28
Section VIII. Checklist of Technical and Financial Documents	29

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

INVITATION TO BID FOR PROVISION OF CONSOLIDATED ICT SECURITY SOFTWARE SUBSCRIPTIONS FOR THE PHILIPPINE COMPETITION COMMISSION

- The *Philippine Competition Commission (PCC)*, through the *FY 2021 National Expenditure Program (NEP)* intends to apply the sum of *Two Million Two Hundred Eighty-Six Thousand Pesos (PhP 2,286,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Provision of Consolidated ICT Security Software Subscriptions for the Philippine Competition Commission* under *Invitation to Bid (IB) No. 2021-EPA-0013*. Bids received in excess of the ABC shall be automatically rejected at bid opening. Award of the contract is on a per lot basis.
- The *PCC* now invites bids for the following Procurement Project:

Lot 1	Network Security Module	PhP 360,000.00
Lot 2	Anti-Virus (Endpoint and Server)	326,000.00
Lot 3	Cloud Based Intrusion Detection System	1,000,000.00
Lot 4	Backup Software	600,000.00
Total ABC:		PhP 2,286,000.00

(See details in the attached Terms of Reference.)

Delivery of the Goods is required by **thirty (30) calendar days from the receipt of 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).

- 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.
- Interested bidders may obtain further information from *PCC* and inspect the Bidding Documents at the address given below during **office hours from 9:00 A.M. to 5:00 P.M. (Monday through Friday)**.
- A complete set of Bidding Documents may be acquired by interested Bidders on **18 November 2020** 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 of **Five Hundred Pesos (PhP500.00) each for Lot 1 and 2** and **One Thousand Pesos (PhP1,000.00) each for Lot 3 and 4**. 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

7. The **PCC** will hold a Pre-Bid Conference on **25 November 2020, 2:30PM** at the given address below or through Microsoft Teams teleconference which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat at the office address indicated below on or before **09 December 2020, 12:00NN**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **09 December 2020, 1:00PM** at the address given below or through Microsoft Teams teleconference. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.
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


25/F Vertis North Corporate Center 1,

North Avenue, Quezon City, 1105


Tel. No.: (02) 8771-9722/ (02) 8771-9757

Email: procurement@phcc.gov.ph / mrfajutnao@phcc.gov.ph

Website: www.phcc.gov.ph



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



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *PCC* wishes to receive Bids for the *Provision of Consolidated ICT Security Software Subscriptions for the Philippine Competition Commission* with identification number *IB No. 2021-EPA-0013*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2021 in the amount of *Two Million Two Hundred Eighty-Six Thousand Pesos (PhP2,286,000.00)*.

2.2. The source of funding is the *FY 2021 National Expenditure Program (NEP)*

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to 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. 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 7 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 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.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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

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

15. Sealing and Marking of Bids

Each Bidder shall submit **one (1) original** and **two (2) copies** 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.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 8 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 10 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. 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 one project having one lot and 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. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Provision of Consolidated ICT Security Software Subscriptions.</i> b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	<ul style="list-style-type: none"> 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.
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> <ul style="list-style-type: none"> a. The amount of not less than: <ul style="list-style-type: none"> <i>Lot 1: Seven Thousand Two Hundred Pesos (PhP 7,200.00)</i> <i>Lot 2: Six Thousand Five Hundred Twenty Pesos (PhP 6,520.00)</i> <i>Lot 3: Twenty Thousand Pesos (PhP 20,000.00)</i> <i>Lot 4: Twelve Thousand Pesos (PhP 12,000.00)</i> <p>if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> b. The amount of not less than: <ul style="list-style-type: none"> <i>Lot 1: Eighteen Thousand Pesos (PhP 18,000.00)</i> <i>Lot 2: Sixteen Thousand Three Hundred Pesos (PhP 16,300.00)</i> <i>Lot 3: Fifty Thousand Pesos (PhP 50,000.00)</i> <i>Lot 4: Thirty Thousand Pesos (PhP 30,000.00)</i> <p>if bid security is in Surety Bond.</p>

19.3	<i>Please refer to the attached Terms of Reference.</i>
20.2	<i>Not Applicable</i>
21.2	<i>Not Applicable</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
	<p>Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to <i>PCC</i>. 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 are the End-User or the project proponents.</p> <p>Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</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> <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:</p>

	<p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> 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. <p>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.</p>
	<p>Packaging –</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> 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	<i>Partial payment is not allowed.</i>
4	<i>Please refer to the attached Terms of Reference.</i>

Section VI. Schedule of Requirements

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

Please refer to the attached Terms of Reference

Section VII. Technical Specifications

(Terms of Reference)

TERMS OF REFERENCE

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

I. RATIONALE:

The Philippine Competition Commission (PCC or the Commission), through the Information and Communications Technology Division (ICTD), manages, maintain and secure its network, endpoint and servers, as well as ensure reliable backup of documented information.

Currently, the ICTD maintains two (2) network security equipment which connects to cloud services for updates and configured for high availability and fault tolerance. It also, manages cloud-based anti-virus and intrusion detection systems for its 260 endpoints and servers. Finally, it uses a backup software which connects to the cloud for the required data protection.

The PCC needs to procure subscription licenses for network, endpoint and server security, as well as backup protection of PCC documented information, for the continuous operation of its systems infrastructure.

Procurement of the following ICT security subscription shall be done on a lot basis namely:

Lot 1: Network Security Module

Lot 2: Anti-Virus (Endpoint and Server)

Lot 3: Cloud-Based Intrusion Detection System

Lot 4: Backup Software

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:

Lot 1 - Network Security Module:

- Subscription period is from January to December 2021;
- Submit manufacturer's catalog and product data;
- Provide all materials, equipment and peripherals, and scope of works (to include those not mentioned in this Terms of Reference 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. For problems reported after 4:00 PM, services shall be rendered in the morning of the following day.
 - Backup configurations, data and information before installation;
 - Upgrade firmware version to latest stable version;
 - Deploy, install and configure the network security modules;
 - Verify if rules and policies and other configurations are working and no unplanned changes were made

Lot 2 – Anti-Virus (Endpoint and Server)

- Subscription period is from January to December 2021;
- Submit manufacturer’s catalog and product data;
- Provide all materials, equipment and peripherals, and scope of works (to include those not mentioned in this Terms of Reference 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. For problems reported after 4:00 PM, services shall be rendered in the morning of the following day.
 - 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

Lot 3 – Cloud-Based Intrusion Detection System:

- Subscription period is from January to December 2021;
- Submit manufacturer's catalog and product data;
- Provide all materials, equipment and peripherals, and scope of works (to include those not mentioned in this Terms of Reference 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. For problems reported after 4:00 PM, services shall be rendered in the morning of the following day.
- Backup configurations, data and information before installation;
- Upgrade firmware version to latest stable version;
- Deploy, install and configure the Intrusion Detection System;
- Verify if rules and policies and other configurations are working and no unplanned changes were made

Lot 4 – Backup Software:

- Subscription period is from January to December 2021;
- Submit manufacturer's catalog and product data;
- Provide all materials, equipment and peripherals, and scope of works (to include those not mentioned in this Terms of Reference 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 problems that requires on-site services, including weekend and holidays. For problem reported after 4:00 PM, services shall be rendered in the morning of the following day.

- Backup configurations, data and information before installation;
- Upgrade firmware version to latest stable version;
- Deploy, install and configure the Backup Software;
- 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 (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 **Two Million Two Hundred Eighty-Six Thousand Pesos Only (PhP 2,286,000.00)**, from *January to December 2021*, inclusive of all applicable government taxes and service charges. 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.

Breakdown of Approved Budget per Lot

Lot 1: Network Security Module	PhP 360,000.00
Lot 2: Anti-Virus (Endpoint and Server)	326,000.00
Lot 3: Cloud Based Intrusion Detection System	1,000,000.00
Lot 4: Backup Software	600,000.00
TOTAL	PhP 2,286,000.00

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 experience in the following:

Lot No. / Project	Years / Relevant Experience
Lot 1: Network Security Module License	Three (3) years experience in installing and configuring network security module
Lot 2: Anti-Virus (Endpoint and Server)	Three (3) years experience in installing and configuring Anti-Virus
Lot 3: Cloud Based Intrusion Detection System	Three (3) years experience in installing and configuring Intrusion Detection System (IDS)
Lot 4: Backup Software	Three (3) years experience in installing and configuring Backup Software

- 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 Network Security Module, Anti-Virus for Endpoint and Server, Cloud-Based Intrusion Detection System, Backup Software.

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.

Lot 1: Network Security Module:

- 1. The module must be compatible with the existing network security subscription of PCC. Subscription must include the following:
 - a. Base Firewall
 - b. Network Protection
 - c. Web Protection
 - d. Email Protection
 - e. Web Server Protection
 - f. Enhance Support

If existing subscription is not available, supplier must provide a higher subscription version for the two (2) network security appliance, which are as follows:

Model	Serial Number
Sophos XG 230	C240772TCQWDR33
Sophos XG 230	C24077CJBPGHMC0

Lot 2: Endpoint and Server Anti-Virus

A. Endpoint Anti-virus

1. At least Two Hundred Sixty (260) licenses
2. Must be compatible with the existing PCC Antivirus for Endpoint
3. Includes Agent for Windows and MacOS
4. Must be centrally cloud-managed
5. With the following features:
 - Deep Learning
 - Exploit Prevention
 - Active Adversary Protection
 - Cryptoguard and WipeGuard Anti-Ransomward
 - 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. Must be compatible with the existing PCC Antivirus for Servers
3. Includes agent for Windows and Linux
4. Must be centrally cloud-managed
5. 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

Lot 3: Cloud-Based Intrusion Detection System (IDS)

- At least Two Hundred Sixty (260) Licenses
- Must be compatible with the existing PCC IDS;
- Must have a cloud-based management console;
- Must have a single pane of glass for hosts, devices, applications, users, files and geolocation, etc.;
- Must be compatible and able to protect laptops, workstations, servers, and mobile devices – running Windows, Mac OS, Linux, Android and iOS;
- Must be integrated/connected to latest global threat intelligence system to prevent/detect known attacks, threats, and vulnerabilities; • Must work in conjunction with the current PCC Endpoint Security;
- Must have the following features and capabilities:
 - Continuous file analysis, recording of activity and history of behavior over time;
 - Must be able to do a back in time analysis and can establish root cause and remediation;
 - Correlation of file, telemetry and intrusion events;
 - Can continuously track device activity leading up to and after compromise;
 - With advance analytics and intelligence for file reputation;
 - Capable of sending alerts to administrator;
 - Tracking of file propagation in the corporate network for visibility and scoping;
 - With sandboxing technology;
 - With established threat grid technology and directly integrated to sandboxing technology;
 - Can easily search the entire corporate network of infected endpoints and quarantine files remotely;
 - Can display files that have been executed across the corporate network;
 - Identify software and application vulnerabilities and close attack pathways;
 - With comprehensive search features;
 - Must have capability to defend against from exploit-based and memory injection attacks;
 - Capable of command line visibility for determination of legitimate applications;
 - Can be integrated with third-party security tools and SIEMS;
 - Can show list of hosts that contain vulnerable software and application; and
 - With robust reportorial view of detection and remediation.

Lot 4: Back Up Software

1. The backup software must be able to handle rapid recovery, data loss avoidance, recoverability, and visibility with the following features:
 - Must be compatible with the current PCC HCI Hypervisor (Acropolis), hardware and related components;
 - With at least 70 Instances;
 - Can be agent or agentless software;
 - With centralized management web user interface;
 - Can recover a Virtual Machine (VM) on the original host or a different host;
 - Can quickly restore service VM directly from a backup file on a regular backup storage;
 - With point-in-time recovery for VM;
 - Can recover individual VM files;
 - Can backup virtual machine in a cloud storage;
 - Can recover files from windows, linux, BSD, Mac OS, etc.;;
 - Restore individual VMs, guest files and applications from snapshots;
 - Must be compatible with the current PCC control system and applications such as Active Directory, Microsoft Exchange, SQL Server and Sharepoint;
 - With a self-service Web User Interface for restoration for guest files, Microsoft exchange mailbox and database recovery;
 - Must be application aware;
 - Can streamline ad-hoc backup for live VMs;
 - Can perform incremental backups;
 - With built-in deduplication, compressions and swap exclusions;
 - Can analyze the NTFS Master File Tables;
 - Can copy VM backups to Disaster Recovery storage solutions (e.g., azure) at least five (5) critical VM backup;
 - Fully integrated, fast and secure backup and can restore from cloud with end-to-end encryption;
 - Can replicate VMs for high availability and off-site disaster recovery;
 - Can test and verify VM for recoverability including support for custom application test scripts;
 - With sand boxing technology;
2. Must be the same brand and version as the current PCC Backup Software; and
3. Must cover the warranty of the related software, hardware and peripherals.

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:



ALVIN U. BOSQUE, MCP (Azure), CDCP
Information Technology Officer I

Approved by:



ALLAN ROY D. MORDENO
CISM, ISO/IEC27001 LI, CDPP, COBIT(F), ITIL(F)
Chief, ICT Division

Noted by:



JESON Q. DE LA TORRE

Officer-in-Charge, Administrative Office

Conforme:

Name and Signature of Authorized Representative

Designation

Name of Company

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

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

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

Class "B" Documents

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

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

- (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

