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BIDDING DOCUMENTS

SUBSCRIPTION TO ANTI-DISTRIBUTED DENIAL OF SERVICE (DDoS) SOLUTION FOR DSWD

ITB No. GOP/20-DSWD-061
(PR No. 2020090146)



NOVEMBER 2020

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

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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

INVITATION TO BID FOR
SUBSCRIPTION TO ANTI-DISTRIBUTED DENIAL OF SERVICE
(DDoS) SOLUTION FOR DSWD

— ITB No. GOP/20-DSWD-061 —
(PR No. 2020090146)

1. The **Department of Social Welfare and Development (DSWD)**, through the **Information and Communications Technology Management Service (ICTMS) – Maintenance and Other Operating Expenses (MOOE) 2021 National Expenditure Program (NEP)** intends to apply the sum of **Seven Million Five Hundred Thousand Pesos (PHP 7,500,000.00)** being the ABC to payments under the contract for **Subscription to Anti-Distributed Denial of Service (DDoS) Solution for DSWD**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DSWD now invites bids for the above Procurement Project. Delivery of the Goods and/or Services shall be in accordance with Section VI (Schedule of Requirements). Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from **DSWD BAC Secretariat** and inspect the Bidding Documents at the address given below during **08:00 AM to 05:00 PM from Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **25 November 2020 to 14 December 2020** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents in the amount of **Seven Thousand Five Hundred Pesos (PHP 7,500.00)**.

It may also be downloaded free of charge from the website of the PhilGEPS and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The DSWD will hold a Pre-Bid Conference on **02 December 2020, 03:00 PM** at **Katapatan Conference Room (Boardroom), 4/F Magiliw Building, DSWD Central Office, IBP Road, Constitution Hills, Quezon City** and/or through video conferencing or webcasting **via google meet**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **14 December 2020, 12:00 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **14 December 2020, 03:00 PM** at the **Agency Operations Center, 1/F Mahusay Building, DSWD Central Office, IBP Road, Constitution Hills, Quezon City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. To facilitate the immediate implementation of the procurement of this Project, the DSWD shall proceed with the conduct of Early Procurement Activities (EPA), pursuant to Section 7.6 of the 2016 Revised IRR of RA 9184, Section 19 of the General Provisions of the FY 2021 NEP and Government Procurement Policy Board (GPPB) Resolution No. 14-2019 dated 17 July 2019.
11. The DSWD 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 CHAIRPERSON

DSWD Bids and Awards Committee

c/o BAC Secretariat

2nd Floor, Mahusay Building, DSWD Central Office

IBP Road, Constitution Hills, Quezon City

Email Address: bacsec@dswd.gov.ph

Telephone Nos.: (02) 931-8101 to 07 Locals 122/123/124

Fax No.: (02) 951-7116

13. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph or www.dswd.gov.ph

24 November 2020

(Original Signed)
RENE GLEN O. PAJE
Undersecretary and
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **DSWD** wishes to receive Bids for the **Subscription to Anti-Distributed Denial of Service (DDoS) Solution for DSWD**, with identification number **ITB No. GOP/20-DSWD-061**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2021 NEP** in the amount of **Seven Million Five Hundred Thousand Pesos (PHP 7,500,000.00)**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

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:
- a. For the procurement of Non-expendable Supplies and Services: 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:

- a. 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 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 **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 date of opening of bids**. Any Bid not accompanied

by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – 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. 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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. related implementation of Anti-DDoS in cloud. b. completed within five (5) years prior to the deadline for the submission and receipt of bids. 						
7.1	Subcontracting is not allowed.						
12	The price of the Goods shall be quoted DDP at the delivery site indicated in Section VI (Schedule of Requirements) or the applicable International Commercial Terms (INCOTERMS) for this Project.						
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than PHP 150,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PHP 375,000.00 if bid security is in Surety Bond. 						
15	Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its Bid. Forms provided in Section IX (Bidding Forms) must be completed without any alterations to their format, and no substitute form shall be accepted.						
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">ABC (in PHP)</th> </tr> </thead> <tbody> <tr> <td>Subscription to Anti-Distributed Denial of Service (DDoS) Solution for DSWD</td> <td style="text-align: center;">1 lot</td> <td style="text-align: right;">7,500,000.00</td> </tr> </tbody> </table>	Particulars	Quantity	ABC (in PHP)	Subscription to Anti-Distributed Denial of Service (DDoS) Solution for DSWD	1 lot	7,500,000.00
Particulars	Quantity	ABC (in PHP)					
Subscription to Anti-Distributed Denial of Service (DDoS) Solution for DSWD	1 lot	7,500,000.00					
20.2	The Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB) as the case may be, shall submit the following additional documents during the Post-Qualification Stage: <ul style="list-style-type: none"> 1) Latest income tax returns (ITR) are those covering the immediately preceding year while latest business tax returns (BTR) are those filed within the last six (6) months preceding the date of bid submission; 2) Updated Certificate of PhilGEPS Registration (Platinum Membership); 						

	<ol style="list-style-type: none"> 3) Original and duly notarized certification that the Service Provider have its core competencies in ICT Managed Services, ICT Software and Services, and ICT Security equipment and services; 4) Original and duly notarized certification that the Service Provider have been in the business of ICT managed services, ICT security devices and services for the last five (5) years, with customer references and proof; 5) Original and duly notarized certification that the Service Provider has an existing ticketing system for at least two (2) years from date of bid opening. The ticketing system is accessible by customer on the Service Provider’s website for easy issue reporting and immediate feedback. Provide the URL of the ticketing system; 6) Certification from the Manufacturer of products being offered stating the support being extended to the Service Provider; and (<i>Certified True Copy</i>) 7) Submit Curriculum Vitae and training certificates for the Service Provider’s Project Manager, Technical Manager and Technical Lead who will handle the project.
21.2	<p>The Lowest Calculated and Responsive Bid (LCRB) or Single Calculated and Responsive Bid (SCRB) who opted to submit Surety Bond as form of Performance Security shall submit a certification from the Insurance Commission (IC) indicating the following details:</p> <ol style="list-style-type: none"> 1) The Certification was issued in favor of an insurance/ bonding company; and, 2) The insurance/ bonding company is authorized to issue bonds/ sureties in favor of the supplier/ service provider for the said project.

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

- 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

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><i>For Goods supplied from abroad:</i> The delivery terms applicable to the Contract are DDP delivered as indicated in Section VI (Schedule of Requirements). In accordance with INCOTERMS.</p> <p><i>For Goods supplied from within the Philippines:</i> The delivery terms applicable to this Contract are as indicated in Section VI (Schedule of Requirements). 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 defined in Section VI (Schedule of Requirements).</p>
	<p>Incidental Services –</p> <p>The Supplier is required to provide all additional services, if any, specified in Section VI. Schedule of Requirements.</p> <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 –</p> <p>The Supplier is required to provide all of the materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts:

	<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, if any, 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> <p>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> <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,</p>

	<p>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 terms of payment shall be in accordance with Section VI (Schedule of Requirements).
4	The DSWD-Inspection Committee, in cooperation with the Information and Communication Technology Management Service (ICTMS) and Procurement Management Service (PMS), shall inspect the goods/services and conduct tests for the compliance with the required technical specifications prior to deployment.

Section VI. Schedule of Requirements

Particulars	Quantity
Subscription to Anti-Distributed Denial of Service (DDoS) Solution for DSWD	One (1) Lot

A. Delivery Site*

DSWD Central Office
 c/o Procurement Management Service-Contract Monitoring Division
 IBP Road, Batasan Complex, Constitution Hills, Quezon City
**In coordination with the ICTMS*

B. Timeline/ Schedule of Deliverables

- One (1) year coverage/ subscription (exclusive of thirty [30] calendar days initial implementation)
- Initial implementation starts upon receipt of Notice to Proceed (NTP)

Deliverables/ Output	Timelines
<p>Milestone 1: Project Kick-Off</p> <p><i>Documentation to be submitted:</i></p> <ol style="list-style-type: none"> 1. Inception Report 2. ICTMS approved Implementation Plan 3. Work breakdown structure 4. Timeline and Project Schedule 5. Project Team compositions 	Ten (10) calendar days after NTP
<p>Milestone 2: Deliveries</p> <p>a. Supply and Delivery all required licenses/ access credentials</p> <p><i>Documentation to be submitted:</i></p> <ol style="list-style-type: none"> 1. Delivery Receipt 2. Complete report of project status 3. End user acceptance certificate 	Fifteen (15) calendar days after NTP
<p>b. Initial Set up and Migration of IP/Domain</p> <p><i>Documentation to be submitted:</i></p> <ol style="list-style-type: none"> 1. Complete report of project status 2. Complete documentation and configuration setup 3. End user acceptance certificate 	Thirty (30) calendar days after NTP
<p>Milestone 3:</p> <p>a. Subscription proper:</p> <ol style="list-style-type: none"> 1. Complete report of project status 	

<ol style="list-style-type: none"> 2. Complete documentation of the whole project 3. End user acceptance certificate 4. Certificate of Successful Project Implementation 	
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C. Terms of Payment

- Payment shall be made quarterly (25% of the total contract price every quarter).
- Initial quarterly payment is estimated to be 120 calendar days after NTP.
- Payment shall be made after completion of all supporting documents (e.g. inspection reports, delivery receipts, etc.).

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Section VII. Technical Specifications

Technical Specifications

DSWD Specifications	Bidder's Specifications ¹
<p>Subscription to Anti-Distributed Denial of Service (DDoS) Solution for DSWD</p> <p>1. Scope of Work</p> <p>1.1. Project Management and complete documentation</p> <p>1.2. Deployment of an Anti-Distributed Denial of Service (DDoS) Solution covering all of DSWD Internet Domains</p> <p>1.3. Ensure that all publicly accessible web applications hosted inside the Department's web hosting solution are covered with Anti-DDoS attack solution and Web Application Firewall</p> <p>1.4. Subscription based Solution</p> <p>Note: The complete solution/components will not be owned by DSWD and all components, parts and equipment will be returned to the service provider once the project contract expires.</p> <p>2. Deliverables</p> <p>2.1. Supply, delivery, configuration and deployment of an Anti-Denial of Service Solution covering all DSWD domain and hosted attached Agencies</p> <p>2.1.1. Milestone 1: Kick Off</p>	<p>Brand:</p> <p>Model:</p> <p>Detailed Specifications:</p>

¹ **IMPORTANT NOTE:** Detailed Specifications must be provided. 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.

<p>2.1.2. Inception Report</p> <p>2.1.3. Approve Implementation Plan</p> <p>2.1.4. Work breakdown Structure</p> <p>2.1.5. Timeline and Schedule</p> <p>2.1.6. Project Team composition</p> <p>2.1.7. Please refer to Annex “A” for the additional features and specifications of the solution</p> <p>2.2. Milestone 2: Implementation</p> <p>2.2.1. Delivery of Licenses/Access Credentials</p> <p>2.2.2. Migration of IP/Domains</p> <p>2.2.3. Complete Documentation</p> <p>2.2.4. End user acceptance</p> <p>2.3. Milestone 3: Subscription Proper</p> <p>2.3.1. Complete Status Report</p> <p>2.3.2. Certificate of Satisfactory Service Rendered</p> <p>Note: The complete solution/components will not be owned by DSWD and all components, parts and equipment will be returned to the service provider once the project contract expires</p> <p>3. Qualification of Service Provider</p> <p>3.1. The service provider must have its core competencies in ICT Manage Services, ICT Software and Services, and ICT Security equipment and services.</p> <p>3.2. The service provider should have been in the business of providing ICT managed services, ICT security devices and services for the last five years (5) and must provide customer references and proof.</p> <p>3.3. The service provider can provide 24/7 support and Service Level Agreement</p>	
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<p>3.3.1. Service Provider must provide a ticketing solution that is accessible by customer on their website for easy issue reporting and immediate feedback. The ticketing system must have been pre-existing at least two (2) years before this project.</p> <p>3.4. The service provider must have certification of support from the Manufacturer of products being offered, specifying the support being extended to the service provider.</p> <p>4. Implementation Arrangements</p> <p>4.1. The success of the project depends largely on the cooperation & involvement of both parties. The Service Provider will have a Project Management Team that will be complemented by DSWD personnel.</p> <p>4.2. The service provider must have the following:</p> <p>4.2.1. Project Manager</p> <p>4.2.1.1. Should have at least 5 years of experience.</p> <p>4.2.1.2. With project management training.</p> <p>4.2.1.3. Trained in IT related field.</p> <p>4.2.1.4. Experienced in handling IT related projects, project management, have at least handled same or bigger projects.</p> <p>4.2.2. Technical Manager</p> <p>4.2.2.1. Should have at least 5 years of experience.</p> <p>4.2.2.2. Trained in IT related field.</p> <p>4.2.2.3. Experienced in project management, IT related projects, datacenter solution especially in backup, disaster recovery and archiving, cloud and other related solution.</p> <p>4.2.3. Technical Lead</p>	
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<p>4.2.3.1. Should have at least 5 years of experience.</p> <p>4.2.3.2. Trained in IT related field.</p> <p>4.2.3.3. Experienced in project management, IT related projects, datacenter solution especially in backup, disaster recovery and archiving, cloud and other related solution.</p> <p>5. Installation</p> <p>5.1. The winning bidder will work in parallel with DSWD ICT Management Service personnel during the installation and testing of the proposed solution.</p> <p>5.2. The winning bidder must ensure that the proposed solution is functional and 100% compatible with the existing website service and IP/Domain system and environment of the agency.</p> <p>6. Maintenance/Technical Support</p> <p>6.1. The winning bidder must shoulder all expenses of the technical person(s) who will be providing the technical services on-site. Render weekly in-house technical support during the one (1) year engagement period.</p> <p>7. Trainings</p> <p>7.1. The winning bidder shall provide certification level training conducted by certified engineers from the solution provider/ principal for at least DSWD three (3) personnel.</p> <p>7.2. Cost of training, venue, food and lodging of participants must be shouldered by the service provider.</p> <p>8. Warranty</p> <p>8.1. The solution should be covered by warranty on upgrade, patches and services with no additional cost to DSWD if the subscription is active. The warranty period for and shall commence upon acceptance.</p>	
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<p>9. Documentation</p> <p>9.1. The winning bidder should provide complete documentation of software and licenses, and/or utilities must also be provided.</p> <p>10. Delivery and User Acceptance Testing</p> <p>10.1. All deliverables mentioned should be checked by DSWD and to be complied by the winning bidder before the final acceptance and turnover of the project.</p>	
<p>ANNEX “A”</p> <p>ANTI-DISTRIBUTED DENIAL OF SERVICE ADDITIONAL FEATURES</p> <p>1. Key Objectives</p> <p>1.1. Reduce bandwidth and latency requirements on the infrastructure and leverage on a distributed CDN infrastructure with scalability for peak web traffic management, and faster loading of the Domains to enhance visitors’ online experience.</p> <p>1.2. Complement the hosting infrastructure, enhancing the cyber threats protection in mitigating Layers 3 to 7 of DDoS attacks, including network, protocol and application vulnerabilities such as SQL injection, cross-site scripting, etc. as listed in the OWASP Top 10.</p> <p>1.3. Provide real-time and effective protection to keep the Domains 100% available.</p> <p>2. General Requirements</p> <p>2.1. IPv6 Requirements</p> <p>2.1.1. The Supplier shall design the Service to support the co-existence of IPv4 and IPv6.</p> <p>2.1.2. The Supplier shall propose and demonstrate how the Service is operated in the following scenarios, but not limited to:</p>	

- 2.1.2.1. Connect to legacy network and application, which support IPv4 protocol only.
- 2.1.2.2. Connect to local ISP with IPv6 service and the end-user using IPv6 protocol only.
- 2.1.2.3. Connect to local ISP with IPv4 service and the remote ISP with IPv6 service, and the remote end-user using IPv6 protocol only.

3. Functional Requirements

3.1. Content Delivery Network (CDN) Service

3.1.1. ON-DEMAND CAPACITY

- 3.1.1.1. The CDN Service shall provide Agency with an ensured network capacity that is available on demand to meet sudden spikes in web traffic.
- 3.1.1.2. The CDN Service shall detect when the web traffic is increasing and automatically scale to service each web user.
- 3.1.1.3. The CDN Service shall ensure Internet flash crowds or spikes are served instead of overwhelming the Agency's origin infrastructure.
- 3.1.1.4. The CDN Service shall support Transport Layer Security (TLS) v1.2 & above.
- 3.1.1.5. The CDN Service shall support the co-existence of IPv4 and IPv6 connectivity
- 3.1.1.6. The Supplier shall provide a Dashboard for view of Service status (24x7), website traffic, performance and rules configuration
- 3.1.1.7. The CDN service shall provide the Agency with at least **100TB**

of allocated monthly accumulated traffic.

3.1.2. CACHE OPTIMIZATION

3.1.2.1. The CDN Service shall support granular TTL settings by object type level or specific object.

3.1.2.2. The CDN Service shall support contents pre-fetching of webpages and next few pages based on user analytics, so as to reduce the number of round trips required to retrieve embedded content from the website.

3.1.2.3. The Supplier shall provide caching functionality to improve the performance of traditionally noncacheable (dynamic) content without changing any page code and at no additional cost.

3.1.2.4. The CDN Service shall provide caching functionality at no additional cost during surge of traffic.

3.1.2.5. The Supplier is able to mitigate DDoS attack based on the origin DDoS attacker's location from the nearest located POP in the network.

3.2. Distributed Denial of Service Mitigation Service (DMS) Service

3.2.1. The DMS Service shall be effective against attacks on HTTP & HTTPS & DNS protocols.

3.2.2. The DMS Service must provide **unlimited DDoS protection** with no overage charges.

3.2.3. The DMS Service must be always online i.e. no downtime in the event of traffic spike or volumetric DDoS attack.

<p>3.2.4. The Supplier should have a global network capacity of at least 4TBps.</p> <p>3.2.5. The DMS Service shall be effective against network layer (Layers 3 to 4) DDoS attacks. These include traffic such as:</p> <ul style="list-style-type: none"> 3.2.5.1. UDP Fragments 3.2.5.2. ICMP Floods 3.2.5.3. SYN Floods 3.2.5.4. ACK Floods 3.2.5.5. RESET Floods 3.2.5.6. UDP Floods 3.2.5.7. UDP Amplification Attacks 3.2.5.8. TCP SYN+ACK Floods 3.2.5.9. TCP FIN Floods 3.2.5.10. TCP RESET Floods 3.2.5.11. TCP ACK+PSH Floods 3.2.5.12. TCP Fragment 3.2.5.13. IGMP Floods 3.2.5.14. HTTP Flood 3.2.5.15. Brute Flood 3.2.5.16. Connection Flood 3.2.5.17. DNS Flood 3.2.5.18. Mixed SYN+UDP or ICMP+UDP Flood 3.2.5.19. TCP SYN+ACK Floods 3.2.5.20. Ping of Death 3.2.5.21. Smurf 3.2.5.22. Reflected ICMP and UDP 	
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3.2.5.23. Nuke

3.2.5.24. Teardrop

3.2.6. The DMS Service shall be effective against application layer DDoS attacks. These include valid network traffic attacks such as:

3.2.6.1. SSL Connection Flood and Renegotiation Attack

3.2.6.2. HTTP GET (e.g. Slow Read or GET Floods or Recursive GET)

3.2.6.3. HTTP POST

3.2.6.4. Slowloris/PyLoris

3.2.6.5. RUDY

3.2.7. The DMS Service shall not use “Blackholing” as the default DDoS Mitigation approach.

3.2.8. The DMS Service shall have the ability to enforce the Agency’s defined Internet Protocol (IP) whitelist and blacklist.

3.2.9. The DMS Service shall route all web traffic natively in path with minimal to no added latency and no single point of failure.

3.3. WEB APPLICATION FIREWALL (WAF)

3.3.1. Identify and allow legitimate traffic while maintaining protection against attacks and exploits is of equal importance to providing protection against malicious content.

3.3.2. Ability to handle high volumes of TCP connections per second, application layer transactions per second and concurrent open connections.

3.3.3. Ability to concurrently learn and deploy new countermeasures to block application threats (including new and unknown threats) concurrently without

stopping the Service to incorporate these new countermeasures.

- 3.3.4. Provide a set of pre-defined but configurable application layer firewall rules for different categories such as Protocol Anomaly, Protocol Violations, Request Limit Violations, HTTP Policy Violations, Malicious Robots, Generic and Command Injection Attacks, Trojan Backdoors and Outbound Content Leakage.

3.4. BOT COUNTERMEASURES

- 3.4.1. HTTP Cookies
- 3.4.2. Javascript authentication
- 3.4.3. CAPTCHA or reCAPTCHA features

3.5. HTTPS Handling

- 3.5.1. The DMS Service shall have the ability to decrypt HTTPS traffic covering by:
 - 3.5.1.1. Provision the Supplier's own digital certificate.
 - 3.5.1.2. Re-use the Agency's digital certificate.
 - 3.5.1.3. Having an option to allow users to retain control of SSL private keys while still routing encrypted traffic through the security supplier's network.

3.6. GENERAL

- 3.6.1. The DMS Service shall be able to display customised maintenance messages automatically for each of the domains upon any error on the origin servers.
- 3.6.2. The Supplier shall provide a Dashboard to view Service status (24x7), security events, website traffic and performance, threats analysis and security rules configuration.

<p>3.7. REQUIREMENTS FOR DDoS MITIGATION CAPABILITIES AGAINST NEXT-GEN DDoS AND BLENDED TYPE ATTACKS</p> <p>3.7.1. The Supplier shall ensure that they perform active and continuous updates to their DDoS Mitigation capabilities against new and Next-Gen DDoS and Blended type Attacks, and provide updates as part of this Service to the Agency.</p>	
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Name: _____

Legal Capacity: _____

Signature: _____

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

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

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney in case of a single proprietorship; 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

- (j) 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**

- (k) 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

- (l) 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.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- (n) Original of duly signed and accomplished Price Proposal Form; **and**
- (o) Original of duly signed and accomplished Price Schedule(s).

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

- (p) *[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.
- (q) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Bidding Forms

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Bid Form

Date: _____

Invitation to Bid No.: GOP/20-DSWD-061

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Abroad

Name of Bidder: _____

Invitation to Bid No. _____

Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Within the Philippines

Name of Bidder: _____

Invitation to Bid No. _____

Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Proposal Form

Date: _____

Invitation to Bid No.: GOP/20-DSWD-061

Subscription to Anti-Distributed Denial of Service (DDoS) Solution for DSWD

Particulars	Quantity	Unit Price <i>(in PHP)</i>	Total Price <i>(in PHP)</i>
Subscription to Anti-Distributed Denial of Service (DDoS) Solution for DSWD	1 lot		
TOTAL CONTRACT PRICE			

NOTE: In case of discrepancy between unit price and total price, the unit price will prevail.
Total Contract Price is inclusive of all applicable taxes.

Name: _____

Legal Capacity: _____

Signature: _____

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

BID SECURING DECLARATION FORM

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

BID SECURING DECLARATION Invitation to Bid No.: *[Insert Reference 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

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT** 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.

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.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>[Insert Name and Signature]</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>[Insert Name and Signature]</i>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>[Insert Signatory's Legal Capacity]</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>[Insert Signatory's Legal Capacity]</i>
for:	for:
<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <i>[Insert Procuring Entity]</i>	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <i>[Insert Name of Supplier]</i>

Acknowledgment

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

Omnibus Sworn Statement

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]

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
 [name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Certification from Insurance Commission

NOTE: Use this template for the required “Certification from the Insurance Commission”, which shall accompany surety bonds issued for purposes of Bid Security and Performance Security.

[Insurance Commission Letterhead]

CERTIFICATION

This is to certify that [insert Name of Insurance Company] is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as Fire, Marine, Casualty and Surety under [insert Certificate of Authority Number] effective [insert date of period of effectivity], unless sooner revoked or suspended for cause.

It is certified, moreover, that [insert Name of Insurance Company] is likewise authorized under Administrative Order No. 30 to underwrite and issue Performance Bonds, Bidder’s Bonds, and Surety Bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to the Revised Implementing Rules of RA.9184.

It is further certified that [insert Name of Insurance Company] issued a surety bond under [insert Bond No.] to [insert Name of Service Provider or Supplier] in favor of **Department of Social Welfare and Development** in the amount of [insert amount] for the [insert Name of the Project].

This certification is issued upon the request of [insert Name of the Authorized Representative] of [insert Name of Insurance Company], pursuant to Section 39.2(c) of the Revised Implementing Rules and Regulations of RA9184.

Issued on the [insert date] in [insert Place].

For the Insurance Commissioner
[insert name of Authorized Representative]
[insert Position and Office]
Paid under [insert Official Receipt No.]

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) Contract or Purchase Order, (b) Official Receipt(s) or Sales Invoice or (c) User's Certificate of Acceptance/Completion

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Statement of Single Largest Completed Contract (SLCC)² Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address		Description	%	b. Date Started
	c. Contact Nos.				c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

² The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 5.3(a), a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.3(b).

