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BIDDING DOCUMENTS

SUBSCRIPTION TO AN ENTERPRISE ANTIVIRUS AND ANTIMALWARE SOLUTION FOR THE COMPUTING EQUIPMENT OF DSWD CENTRAL OFFICE, FIELD OFFICES, PROVINCIAL OPERATION OFFICES AND CENTERS

ITB No. GOP/21-DSWD-013
(PR No. 01-20001-PR-2021-05-00015)



JUNE 2021

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

**Sixth Edition
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Preface

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

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 an Enterprise Antivirus and Antimalware Solution for the Computing Equipment of DSWD Central Office, Field Offices, Provincial Operation Offices and Centers

— ITB No. GOP/21-DSWD-013 —
(PR No. 01-20001-PR-2021-05-00015)

1. The *Department of Social Welfare and Development (DSWD)*, through the *Information and Communications Technology Management Service (ICTMS), CY2021 MOOE Funds* intends to apply the sum of *Twenty-Five Million Pesos (PhP25,000,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Subscription to an Enterprise Antivirus and Antimalware Solution for the Computing Equipment of DSWD Central Office, Field Offices, Provincial Operation Offices and Centers* under *ITB No. GOP/21-DSWD-013*. 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 is required *within ninety (90) Calendar Days upon issuance of Notice to Proceed*. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using 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 Bids and Awards Committee (BAC) Secretariat* and inspect the Bidding Documents at the address given below from *Monday to Friday at 8:00AM to 5:00PM*.
5. A complete set of Bidding Documents may be acquired by interested bidders on *18 June 2021 to 07 July 2021* from given address and website/s below and upon payment of an applicable fee for the Bidding Documents in the amount of *Fifteen Thousand Pesos (PhP15,000.00)*.

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 Conference¹ on **25 June 2021, 10:00 AM** at the **PMS Conference Room, 2nd Floor, Mahusay Building, DSWD Central Office, IBP Road, Constitution Hills, Quezon City** and/or through videoconferencing/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 as indicated below on or before **07 July 2021, 09:00 AM**. 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 **07 July 2021, 10:00 AM** at the given address below **PMS Conference Room, 2nd Floor, Mahusay Building, DSWD Central Office, IBP Road, Constitution Hills, Quezon City** and/or through videoconferencing/webcasting via *google meet*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. 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
Fax No. (02) 951-7116
Telephone Nos. (02) 931-8101 to 07 Local 10197

12. You may visit the following websites:

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

17 June 2021


RENE GLEN O. PAJE
Undersecretary and
Bids and Awards Committee Chairperson

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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *DSWD* wishes to receive Bids for the *Subscription to an Enterprise Antivirus and Antimalware Solution for the Computing Equipment of DSWD Central Office, Field Offices, Provincial Operation Offices and Centers*, with Project Identification Number *ITB No. GOP/21-DSWD-013*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *2021* in the amount of *Twenty-Five Million Pesos (PhP25,000,000.00)*.

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

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, Coercive, and Obstructive 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 “T” 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. 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**.

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 via *google meet* as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the

Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB Clause 5.3** should have been completed *within three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents Comprising the Bid: Financial Component

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

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 the **BDS**.
- 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 the **BDS**.

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 Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from the date of the 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.

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.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 Entity's 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 14 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

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Subscription to an Enterprise Antivirus and Antimalware Solution for the Computing Equipment. b. completed within <i>three (3) years</i> 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 <i>Quezon City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <i>Five Hundred Thousand Pesos (PhP500,000.00)</i>, 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 <i>One Million Two Hundred Fifty Thousand Pesos (PhP1,250,000.00)</i>, if bid security is in Surety Bond.
15	Each Bidder shall submit <i>one (1) original</i> and <i>one (1) copy</i> 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	Partial bid is not allowed. The project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation and contract award.
20.2	<p>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:</p> <ol 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 filed through the Electronic Filing and Payment System (eFPS) of the BIR; 2) Updated Certificate of PhilGEPS Registration (Platinum Membership); 3) List of certified local support engineers in the Philippines (<i>Certified True Copy</i>); 4) List of three (3) engineers certified by their principals to provide first level technical assistance aside from the presence of a local support team directly from the principal with attach curriculum vitae and certificates (<i>Certified True Copy</i>);

ITB Clause	
	<p>5) Certification that the Service Provider is a top performer in AV-test results for detection and performance. (<i>Certified True Copy</i>); and</p> <p>6) Certification that the Service Provider must have been in the market for providing either ICT security products or ICT services for at least five (5) years (<i>Original and notarized</i>).</p>
21.1	No further instruction.

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 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 VII (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>The delivery terms applicable to this Contract are specified 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). The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original and copies of delivery receipt detailing number and description of items received signed by the authorized receiving personnel; <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <ul style="list-style-type: none"> (i) Original and copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; and

GCC Clause	
	<p>(ii) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site are defined in Section VI (Schedule of Requirements).</p> <p>Incidental Services –</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>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, and in any subsequent instructions ordered by the Procuring Entity.</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, 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,</p>

GCC Clause	
	<p>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 to the “Terms of Payment” indicated in Section VI. Schedule of Requirements.
4	The DSWD-Inspection Committee in coordination with DSWD-ICTMS shall inspect the goods upon delivery and conduct tests on compliance with the technical specifications.

Section VI. Schedule of Requirements

Schedule of Requirements

Subscription to an Enterprise Antivirus and Antimalware Solution for the Computing Equipment of DSWD Central Office, Field Offices, Provincial Operation Offices and Centers

Particulars	Quantity	Unit of Measure
Subscription to an Enterprise Antivirus and Antimalware Solution for the Computing Equipment of DSWD Central Office, Field Offices, Provincial Operation Offices and Centers	1	lot

PROJECT IMPLEMENTATION:

- Implementation: **Ninety (90) calendar days** from receipt of Notice to Proceed (NTP); and
- Subscription Coverage: **One (1) year** from the date of activation of licenses.

PAYMENT SCHEDULE:

MILESTONE	PROJECT PHASES	EXPECTED DELIVERABLES	COMPLETION INDICATORS	PAYMENT (% OF BIDDER'S TOTAL COST)
1 Seven (7) calendar days after NTP)	Kick-off and inception	<ul style="list-style-type: none"> ● Project kick-off ● Implementation planning 	<ul style="list-style-type: none"> ● Kick-off documentation and inception report ● Approved implementation plan 	0%
2 Thirty (30) calendar days after NTP)	Supply, delivery and configuration of endpoint security license and devices	<ul style="list-style-type: none"> ● Delivery of hardware and licenses ● Configuration and testing of solution on-premise 	<ul style="list-style-type: none"> ● Delivery receipts ● Hardware inspection and acceptance report ● Deployment documentation ● Certificate of completed deployment 	25%

MILESTONE	PROJECT PHASES	EXPECTED DELIVERABLES	COMPLETION INDICATORS	PAYMENT (% OF BIDDER'S TOTAL COST)
3 Ninety (90) calendar days after NTP)	Endpoint security agent roll-out, monitoring and maintenance support	<ul style="list-style-type: none"> • Endpoint security management training • Endpoint agent roll-out • Endpoint license activation (only after hitting 75% roll-out target) 	<ul style="list-style-type: none"> • Copy of training certificates of participants • Agent roll-out status report indicating (at least 75%) installation coverage versus target licenses • Certificate of acceptance (for reaching 75% target) • Certificate of license activation/warranty • Certificate of project completion 	75%

DELIVERY SITE AND PROCURING ENTITY'S REPRESENTATIVE:

Geniela I. Soledad

Property, Supply and Asset Management Division

DSWD Central Office

IBP Road, Constitution Hills, Quezon City

**In coordination with the ICTMS and PMS-CMD*

License Distribution Matrix for Desktops and Laptops

LOCATION	CURRENT LAPTOP/DESKTOP INVENTORY		TOTAL
	DESKTOP	LAPTOP	
CO	1138	838	1976
I	272	498	770
II	140	243	383
III	247	137	384
IV-A	325	706	1031
IV-B	193	430	623
V	331	237	568
VI	205	188	393
VII	332	289	621

LOCATION	CURRENT LAPTOP/DESKTOP INVENTORY		TOTAL
	DESKTOP	LAPTOP	
VIII	641	2044	2685
IX	395	270	665
X	165	654	819
XI	538	923	1461
XII	123	327	450
CAR	257	227	484
CARAGA	235	284	519
NCR	405	144	549
TOTAL	5942	8439	14381

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

*****THIS DOCUMENT MUST BE ATTACHED TO THE
TECHNICAL SPECIFICATIONS*****

Section VII. Technical Specifications

Technical Specifications

Subscription to an Enterprise Antivirus and Antimalware Solution for the Computing Equipment of DSWD Central Office, Field Offices, Provincial Operation Offices and Centers

DSWD Specifications	Bidder's Specifications Statement of Compliance³ <i>(Please indicate detailed/actual specifications of the product being offered)</i>
<p>Subscription to an Enterprise Anti-Virus and Anti-Malware Solution for Computing Equipment for DSWD CO, FOs, POOs and Centers</p> <p>1. Value Proposition</p> <ol style="list-style-type: none"> 1. Multi-layer protection for both viruses and malware threats both on-site, branch offices Additional layer of protection using encryption and mobile device management; 2. Detection and analysis of lateral traffic between networked devices that are not visible to routed firewalls; 3. Access to Technical support, online resources and portals; 4. Access to new software updates, fixes, patches and security upgrades; 5. Continuous update of VIRUS/MALWARE signatures to quell newly discovered exploits, limit exposure to hackers, control virus infection proliferation and safeguard users from malicious web sites; 	<p><i>Detailed Specifications:</i></p>

³ **IMPORTANT NOTE:** 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 align="center">DSWD Specifications</p>	<p align="center">Bidder's Specifications Statement of Compliance³ <i>(Please indicate detailed/actual specifications of the product being offered)</i></p>
<p>6. Avail of specialized training for technology transfer and capability building;</p> <p>7. Avail of an onsite support by certified engineers for critical devices for faster issue resolution;</p> <p>8. Unified Enterprise visibility of all computing endpoints in terms of viruses and malware infection.</p> <p>SPECIFICATIONS:</p> <p>Enterprise Anti-Virus and Anti-Malware Solution for Central Office, Field Offices</p> <p>1. Enterprise Endpoint Solution:</p> <p>A. Installation/Migration</p> <p>1. Management server should be able to support any of the following platforms and should include all required licenses (e.g. database software) to operate in an enterprise scale:</p> <ul style="list-style-type: none"> i. Windows Server 2012 ii. Windows Server 2016 iii. Windows Server 2019 iv. Linux Server <p>2. Endpoint agents should be able to support the following endpoint platforms (both 32 and 64bit):</p> <ul style="list-style-type: none"> i. Windows 7 ii. Windows 8.1 iii. Windows 10 iv. macOS 10.7 or Later 	

3. Endpoint agents should be able to support the following server platforms:
 - i. Windows Server 2008
 - ii. Windows Server 2012
 - iii. Windows Server 2016
 - iv. Windows Server 2019 or Later
 - v. Linux Server (≥Centos 6 and ≥Ubuntu 14 LTS)
4. The following virtualization platforms should be supported:
 - i. VMware
 - ii. Hyper-V
5. Should provide an option for password to prevent unauthorized installation/removal of agents
6. Should provide the following options to remotely install the agents:
 - i. Browser based installation
 - ii. Packaging of agents for low bandwidth environments
 - iii. Via login scripts (e.g. active directory group policy)
 - iv. Deployment via third party software deployment tool
 - v. Remote installation from web console/ management server
 - vi. Creating a disk image/package of the installer
7. Installation of agent should automatically remove currently installed third-party endpoint security agents. In rare cases of existing unremovable endpoint security solutions (e.g. password protected), support must be provided to come-up with custom packages that would allow

<p align="center">DSWD Specifications</p>	<p align="center">Bidder's Specifications Statement of Compliance³ <i>(Please indicate detailed/actual specifications of the product being offered)</i></p>
<p>previous antivirus installation manually using a single MSI package</p> <p>B. Security Features</p> <ol style="list-style-type: none"> 1. Should be able to identify and block ransomware proactively based on its behavior 2. Endpoint agents should have self-protection features 3. Should provide protection for browser based attacks or exploits 4. Should be able to scan HTTP and HTTPS URLs for malicious websites 5. Should provide memory scanning 6. Should provide real-time scans 7. Should be able to provide protection against viruses, spyware and grayware 8. Should provide a fully automated process to remove virus and worm remnants 9. Should provide detection and blocking of boot-type rootkits 10. Should have file reputation based services 11. Should provide protection for known and unknown malware when programs exhibit malicious behavior 12. Should be able to determine a host file modification 13. Should be able to detect a system file modification or duplication 14. Should provide protection from malicious websites within or outside the corporate network 	

DSWD Specifications	Bidder's Specifications Statement of Compliance³ (Please indicate detailed/actual specifications of the product being offered)
<p>15. Should be able to analyze and identify malicious script in web pages</p> <p>16. Should provide a host based firewall built in with the endpoint agent</p> <p>17. Should provide a device control feature to limit access to external storage devices and resources</p> <p>18. Should provide an option for virtual patching</p> <p>19. Should be able to scan compressed files</p> <p>20. Should have the option to scan POP3 mail messages and attachments downloaded from the mail server</p> <p>21. Should be able to provide features for Data Leakage Prevention (DLP) using the same single agent</p> <p>22. Should be able to provide application control features using the same single agent</p> <p>23. Should be able to provide Endpoint Detection and Response using the same single agent</p> <p>24. Should be able to provide support for endpoint encryption on the same single agent</p> <p>C. Administration</p> <p>1. Should have a feature for exclusion list</p> <p>2. Should have role-based administration for management purposes</p> <p>3. Should provide on-demand and scheduled full scans</p> <p>4. Should have a web-based management console</p>	

DSWD Specifications	Bidder's Specifications Statement of Compliance³ <i>(Please indicate detailed/actual specifications of the product being offered)</i>
<ol style="list-style-type: none"> 5. Should have Dynamic Dashboard Components and Full visibility into endpoint activity 6. Should support centralized hybrid (e.g. public/intranet via FQDN) management server deployment to be able to support both on-premise and remotely installed agents 7. Should allow grouping of agents based on IP addresses 8. Should allow grouping of agents based on Active Directory objects 9. Should allow grouping of agents based on Branch Identifiers 10. Should be able to configure notifications and alerts 11. Notifications can be configured to be delivered via the following options: <ol style="list-style-type: none"> i. Email ii. SNMP traps iii. NT Event log iv. Agent notifications 12. Should provide reports on C&C communications originating from the endpoint 13. Should integrate with Active Directory for role-based administration 14. Should integrate with Active Directory for agent groupings 15. Should have a single agent installer for all endpoint security features 16. Should have the option to install a standalone update server to download 	

<p align="center">DSWD Specifications</p>	<p align="center">Bidder's Specifications Statement of Compliance³ <i>(Please indicate detailed/actual specifications of the product being offered)</i></p>
<p>updates directly from the vendor's update site</p> <ol style="list-style-type: none"> 17. Should be able to configure a custom list of update sources 18. Should include a location awareness feature to identify the location of an agent 19. Should be able to run update on the server manually 20. Should be able to schedule the updating of server based on preferred time period 21. Should provide audit events and logs 22. Should have features to manage/ deploy/ track multiple licenses from a single console 23. Should be able to install and uninstall third party applications 24. Should provide a module for data leakage protection using the same single agent 25. Should provide a module for application control <p>D. Administrator Console Hosting and Location</p> <ol style="list-style-type: none"> 1. The dedicated endpoint administration console can be deployed on-premise/ on-cloud 2. The solution must be provided with its DSWD dedicated static public IPs [in case of cloud-based deployment for web management/remote access and agent communication]) to house all necessary software, configurations, databases (including any RDBMS licenses) and other licenses that will allow successful operation during the entire subscription period 	

<p align="center">DSWD Specifications</p>	<p align="center">Bidder's Specifications Statement of Compliance³ <i>(Please indicate detailed/actual specifications of the product being offered)</i></p>
<p>3. The hosting hardware/facility must have sufficient computing capacity (e.g. processor, memory and storage) to accommodate all components of the Endpoint Management console and its accumulated logs and should be scalable to achieve optimal performance without additional cost to the Department</p> <p>4. The service provider must ensure high availability of management console (e.g. redundancies and backups)</p> <p>5. The Department will have no ownership over the cloud resources nor the physical hardware/equipment, or any of the accessories that comes with it</p> <p>6. The service provider shall immediately provide support for repair, restoration of data or replacement of any malfunctioning components of the Management Console at no extra cost to the Department</p> <p>7. The provider shall support migration/transfer of all endpoint solution implementation-related databases/configurations to DSWD local servers and shall securely wipe-out the same from their Hardware/Cloud Facility once the subscription ends</p> <p>E. Recognition</p> <p>1. Should be a top performer in AV-test (or similar independent antivirus testing bodies e.g. av-comparatives) results for detection and performance</p> <p>F. Coverage</p> <p>1. Should support licensed installation for at least 14,381 endpoint (refer to License Distribution Matrix for Desktops and Laptops) and 200 servers</p>	

<p style="text-align: center;">DSWD Specifications</p>	<p style="text-align: center;">Bidder's Specifications Statement of Compliance³ <i>(Please indicate detailed/actual specifications of the product being offered)</i></p>
<p>G. Technical Support</p> <ol style="list-style-type: none"> 1. The principal should have a technical support team present in the Philippines, not just the reseller certified engineer to provide Managed Detection and Response (MDR) 2. The principal should have a local certified team of threat analyst and endpoint security engineers for faster endpoint issue resolution on-site. 3. The principal should be able to provide premier support with onsite assistance from a local resource 4. The vendor should be able to provide support account manager/engineer to assist and troubleshoot support cases 5. Should provide direct support for installation and upgrade 6. Technical and On-site Support within 24 hours <p>2. Advance Threat Discovery and Remediation</p> <p>A. Advanced Threat Detection</p> <ol style="list-style-type: none"> 1. This solution must provide a dedicated on-premise server/appliance capable of handling at least 3.8Gbps network throughput 2. This solution must come with its appropriate interface connectors/transceivers (e.g. SFP/SFP+) 3. This solution should never interfere with production traffic 4. This solution should support detections for inbound and outbound traffic 	

<p align="center">DSWD Specifications</p>	<p align="center">Bidder's Specifications Statement of Compliance³ <i>(Please indicate detailed/actual specifications of the product being offered)</i></p>
<ol style="list-style-type: none"> 5. This solution should be able to monitor multiple network segments 6. This solution should provide detection of known and unknown malware being transmitted through a variety of communications channels such as: HTTP, SMTP, IMAP, POP3, and FTP 7. This solution should detects known and unknown malicious communications such as: Command and control and Data Exfiltration 8. This solution should detect lateral movement across the network 9. This solution should be able to investigate traffic details 10. This solution should have built-in sandboxing technology 11. This solution should be able to integrate with the provided endpoint security management console for automatic and seamless blocking of malicious files, IPs or URLs 12. This solution should be securely managed via a supported web browser 13. This solution should be able to support IPv6 addresses 14. This solution should have option to update security signatures 15. This solution should have notifications such as: alerts and email 16. This solution should have the option to whitelist known services and domains 17. This solution can manage system logs and update events 	

<p style="text-align: center;">DSWD Specifications</p>	<p style="text-align: center;">Bidder's Specifications Statement of Compliance³ <i>(Please indicate detailed/actual specifications of the product being offered)</i></p>
<p>18. This solution should be able to create multiple accounts credentials with granular permissions</p> <p>19. This solution should provide a backup and restore option</p> <p>20. This solution should have detailed reports in various formats</p> <p>21. This solution should be able to export logs on standard formats (e.g. pdf, csv, xml)</p> <p>B. Threat Remediation and Response</p> <p>1. This solution should have the ability to automatically capture, record and analyze network endpoint events even without an agent installed</p> <p>2. This solution should be able to harness the power of machine learning and behavioral analytics along with cloud-based intelligence to detect and expose malicious activities</p> <p>3. This solution should be able to analyze logs of all lateral traffic to support near-real time threat forensic operations</p> <p>4. This solution should support Sandboxing for remotely triggering of advance malware</p> <p>5. This solution should provide automated analysis and visualization of vulnerabilities, exploits and impact severity via graphs and timelines</p> <p>6. This solution should allow delegation of administrative roles for user-defined endpoint groupings within each branch coverage</p> <p>7. This solution should have a centralized, automated alert/report mechanism for malicious events for a quick response</p>	

<p style="text-align: center;">DSWD Specifications</p>	<p style="text-align: center;">Bidder's Specifications Statement of Compliance³ <i>(Please indicate detailed/actual specifications of the product being offered)</i></p>
<p>8. This solution must be capable of remotely isolating a suspected endpoint to prevent malware spread while still maintaining access for remote remediation</p> <p>9. This solution must be able to generate predefined and user-defined reports in standard formats (e.g. pdf, csv, xml) and able to retain raw data for at least 180 days</p>	
<p>Assumptions of the Project</p> <ol style="list-style-type: none"> 1. The service provider/supplier shall supply DSWD a complete subscription for all security updates, patches, upgrades, and necessary hardware and accessories including technical support; 2. Being a managed service, DSWD does not take ownership of any delivered hardware and accessories thus the service provider must replace any malfunctioning hardware to resume all services at no extra cost to the Department; 3. The service provider/supplier shall provide 24/7 technical and on-site support during the entire duration of the subscription; 4. The service provider/supplier shall provide Incident Management Report to both Central Office and Regional Offices within 8 hours upon Receipt of the incident; 5. The service provider must have been in the market for providing either ICT security products or ICT services for at least 5 years; 6. The service provider must have at least 3 engineers certified by their respective principals to provide first level technical assistance aside from the presence of a local support team directly from the principal; 7. The service provider/supplier should provide training and seminars of the solution management for at least twenty-five (25) participants; 8. The solution must support delayed license activation. Actual Licenses can only be activated no earlier than 	

<p align="center">DSWD Specifications</p>	<p align="center">Bidder's Specifications Statement of Compliance³ <i>(Please indicate detailed/actual specifications of the product being offered)</i></p>
<p>the expiration of its predecessor (August 2021) and shall only be activated with the presence of DSWD Endpoint Administrator upon successful preconfiguration of at least (75%) of targeted endpoints</p> <p>9. The solution must have capability to automatically remove the agents itself from the client's devices after the subscription</p> <p>10. All licenses shall be delivered and installed in Central Office Management Console and shall be remotely distributed on regional endpoints using the remote installation options mentioned in Section V-1-a-6</p>	

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 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

- (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

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

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

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

Section IX. Bidding Forms

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Proposal Form

Date: _____

Invitation to Bid No.: **GOP/21-DSWD-013**

Subscription to an Enterprise Antivirus and Antimalware Solution for the Computing Equipment of DSWD Central Office, Field Offices, Provincial Operation Offices and Centers

Particulars	Quantity	Unit Price <i>(in Phil Peso)</i>	Total Price <i>(in Phil Peso)</i>
Subscription to an Enterprise Antivirus and Antimalware Solution for the Computing Equipment of DSWD Central Office, Field Offices, Provincial Operation Offices and Centers	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: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID 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 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 Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID 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: _____

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/hex/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.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting:**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

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

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 10 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)⁴ 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: _____

⁴ The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 5.3, 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.

Republic of the Philippines



Government Procurement Policy Board