

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Supply, Delivery, Configuration, Installation, and Support of One (1) Year License/Subscription of Anti- DDOS/Web Application Firewall and Enterprise Mobile Device Management (EMM/MDM)

Government of the Republic of the Philippines

PHILIPPINE STATISTICS AUTHORITY

Quezon City, Philippines

PUBLIC BIDDING NO. 2025-12

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 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 Nation

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



**INVITATION TO BID FOR THE PROCUREMENT OF SUPPLY,
DELIVERY, CONFIGURATION, INSTALLATION, AND
SUPPORT OF ONE (1) YEAR LICENSE/SUBSCRIPTION OF
ANTI-DDOS/WEB APPLICATION FIREWALL AND
ENTERPRISE MOBILE DEVICE MANAGEMENT
(EMM/MDM)**

1. The Philippine Statistics Authority (PSA), through the **2024 Continuing Appropriations and 2025 General Appropriations Act** intends to apply the sum of **Thirty-Six Million One Hundred Forty Thousand Four Hundred Pesos (Php 36,140,400.00)** being the total Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Supply, Delivery, Configuration, Installation, and Support of One (1) Year License/Subscription of Anti-DDOS/Web Application Firewall and Enterprise Mobile Device Management (EMM/MDM)** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Philippine Statistics Authority (PSA) now invites bids for the above Procurement Project. Delivery of the Goods for Lots 1 and 2 are required **Thirty (30) calendar days** upon receipt of Notice to Proceed (NTP). Bidders should have completed, within last three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective Bidders may obtain further information from the Philippine Statistics Authority (PSA) and inspect the Bidding Documents at the address given below during working hours from 8AM – 5PM weekdays except holidays.

PSA BAC Secretariat
14th Floor, PSA Headquarters PSA Complex,
East Avenue, Quezon City

5. A complete set of Bidding Documents may be acquired by interested Bidders **starting on 12 June 2025** from the given address and website(s) below and upon payment of the

applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amounts:

<i>Lot No.</i>	<i>Item Description</i>	<i>Approved Budget for the Contract (in Php)</i>	<i>Price of Bidding Documents (in Php)</i>
Lot 1	Supply, Delivery, Configuration, Installation, and Support of Anti-DDOS/Web Application Firewall for One (1) Year	10,395,000.00	25,000.00
Lot 2	Supply, Delivery, Configuration, Installation, and Support of One (1) Year License of Enterprise Mobile Device Management (EMM/MDM)	25,745,400.00	25,000.00
	Total	36,140,400.00	25,000.00 (for both lots)

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person. The Bidding Documents shall be received personally by the prospective bidder or his duly authorized representative upon presentation of proper identification documents.

6. The **PSA-BAC** will hold a Pre-Bid Conference on **20 June 2025, 10:00 AM via Google Meet**, Meeting links will be provided to the respective email addresses provided to the BAC Secretariat by the interested bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **02 July, 8:00 A.M.** 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 **02 July 2025, 10:00 A.M. via Google Meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
10. The PSA 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.
11. For further information, please refer to:

Mr. Joseph P. Cajita
Head, BAC Secretariat
PSA Bids and Awards Committee
14th Floor, PSA Headquarters, PSA Complex,
East Avenue, Diliman, Quezon City
Email Addresses: bac-secretariat@psa.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:

www.psa.gov.ph or <https://procurement.psa.gov.ph/>

(SGD)

MINERVA ELOISA P. ESQUIVIAS

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contracts.

1. Scope of Bid

The Procuring Entity, Philippine Statistics Authority wishes to receive Bids for the Procurement of Supply, Delivery, Configuration, Installation, and Support of One (1) Year License/Subscription of Anti-DDOS/Web Application Firewall and Enterprise Mobile Device Management (EMM/MDM) with identification number P.B. 2025-12.

2. Funding Information

2.1. The GOP through the source of funding as indicated below:

<i>Lot No.</i>	<i>Item Description</i>	<i>Approved Budget for the Contract (in Php)</i>
Lot 1	Supply, Delivery, Configuration, Installation and Support of Anti-DDOS/Web Application Firewall for One (1) Year	10,395,000.00
Lot 2	Supply, Delivery, Configuration, Installation, and Support of One (1) Year License of Enterprise Mobile Device Management (EMM/MDM)	25,745,400.00
	Total	36,140,400.00

2.2. The source of funding is 2025 General Appropriations Act and 2024 Continuing 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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that **subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 5.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

- iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

14. Bid Security

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

14.2. The Bid and bid security shall be valid *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

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

must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.
In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.
- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

- 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause																												
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>For all lots, similar contracts are Supply and Delivery of Various ICT Software Subscription</p> <p>Bidders should have completed, within last three (3) years from the date of submission and receipt of bids, a contract similar to the Project.</p>																											
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.																											
12	The price of the Goods shall be quoted DDP in the Philippines 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> <table><tr><td colspan="3">If bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit, 2% of the Approved Budget of the Contract should be submitted:</td></tr><tr><td><i>Lot No.</i></td><td><i>Approved Budget for the Contract (in Php)</i></td><td><i>2% of the ABC</i></td></tr><tr><td>Lot 1</td><td>10,395,000.00</td><td>207,900.00</td></tr><tr><td>Lot 2</td><td>25,745,400.00</td><td>514,908.00</td></tr><tr><td>Total</td><td>36,140,400.00</td><td>722,808.00</td></tr></table> <p>if bid security is in Surety Bond, 5% of the Approved Budget of the Contract should be submitted:</p> <table><tr><td><i>Lot No.</i></td><td><i>Approved Budget for the Contract (in Php)</i></td><td><i>5% of the ABC</i></td></tr><tr><td>Lot 1</td><td>10,395,000.00</td><td>519,750.00</td></tr><tr><td>Lot 2</td><td>25,745,400.00</td><td>1,287,270.00</td></tr><tr><td>Total</td><td>36,140,400.00</td><td>1,807,020.00</td></tr></table>	If bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit, 2% of the Approved Budget of the Contract should be submitted:			<i>Lot No.</i>	<i>Approved Budget for the Contract (in Php)</i>	<i>2% of the ABC</i>	Lot 1	10,395,000.00	207,900.00	Lot 2	25,745,400.00	514,908.00	Total	36,140,400.00	722,808.00	<i>Lot No.</i>	<i>Approved Budget for the Contract (in Php)</i>	<i>5% of the ABC</i>	Lot 1	10,395,000.00	519,750.00	Lot 2	25,745,400.00	1,287,270.00	Total	36,140,400.00	1,807,020.00
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Total	36,140,400.00	1,807,020.00																										
19.3	The Project will be awarded by Lot.																											
20.2	No further instructions.																											
21.2	No further instructions.																											

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the

defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

SCC 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 within the Philippines, state:</i> “The delivery terms applicable to this Contract are delivered at PSA Complex, East Avenue, Q.C. 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 Mr. Jing B. Jalisán and Mr. Frederic A. Fornea.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three (3) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</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</p>

	<p>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, 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	<p>The terms of payment shall be as follows:</p> <p>Partial payment is not allowed.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the Procuring Entity to ascertain the physical condition and acceptability of the Goods.</p> <p>The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the Procuring Entity.</p>

Section VI. Schedule of Requirements

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

Lot Number	Description	Quantity	Total	Delivered, Weeks/Months
Lot 1	Supply, Delivery, Configuration, Installation and Support of Anti-DDOS/Web Application Firewall for One (1) Year	1	10,395,000.00	Delivery of goods is required within ninety (30) calendar days upon receipt of Notice to Proceed.
Lot 2	Supply, Delivery, Configuration, Installation and Support of One (1) Year License of Enterprise Mobile Device Management (EMM/MDM)	14,303	25,745,400.00	

I hereby commit to comply and deliver all the above requirements in accordance with the above-stated schedule.

Name of Company:	
Signature over Printed Name of Authorized Representative	
Date:	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[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.]</i></p>

Lot 1	Procurement of Supply, Delivery, Support and Subscription of Anti-DDOS/Web Application Firewall for One (1) Year	
	Web Application Firewall (WAF)	
	The service solution must include at a minimum OWASP ModSecurity Core Set or equivalent. Must supply rulesets to protect against known attack vectors and must be updated to deal with new attacks without intervention on by customer engineers. Custom WAF rules must be supported to meet requirements that may arise in future.	
	The service solution must have visibility into firewall events triggered on the domain protected by the provider. Analytics must include details of requests, bandwidth, backend response types, threats, geolocation, and firewall events by vendor.	
	The service solution must have machine-learning anomaly score detection capabilities to allow the WAF to detect the likelihood that the request is malicious or contains a SQLi, XSS or RCE attack and block potentially malicious request effectively. An attack score should be assigned to each request, and administrators shall be able to utilize these scores to build custom firewall rules.	
	The service solution must have visibility into all traffic for the user's domain and must also provide recommended insights into domain's traffic such as possible requests not mitigated, number of requests targeting API endpoints scored as an attack and automated requests coming from a non-verified bot.	
	The service solution shall enable the administrator to create custom WAF rules based on vendor-managed threat intelligence open-proxy lists to block traffic against a list of known malicious IP address.	
	Access	
	A granular role-based system for granting multi-user access must be provided for both web-based dashboard and API.	
	General	
	The service solution must be natively cloud without any third-party hardware. Product must be able to run every service on every pop/nodes.	
	The service solution must provide 100% uptime SLA.	
	The service solution must update any configuration change globally within 30 seconds.	
	Caching	
	The service solution must support caching on URLs for both ignoring and including any query string, and this must be exposed as a configuration option.	

	The service solution must have the capability to serve “stale” content in the event that all origin servers are offline, even where the cached version has expired.	
	The service solution must have a dashboard feature or API to facilitate the purging of content from the cache based on URL, Hostname, Cache-Tags or Prefix. Cache purges should take effect globally in less than 10 seconds and must be completed in less than 1 minute.	
	The service solution must have the ability to control cache TTL by status code.	
	The service solution must have cache analytics dashboard. Analytic must include the details of requests summary, requests by source, cache status and top content types/paths/hosts/device types/countries.	
	The service solution must have the ability to protect users from Web Cache Deception attacks by providing a cache rule that will verify a URL's extension matches the returned content type. In the event that a mismatch is found, it should not cache the response.	
	Tiered Caching	
	The service solution must provide smart tiered caching technology by using specific upper tier and lower tier data centers to propagate content, minimizing static content requests to your server, while reducing bandwidth and total costs.	
	DDoS (Distributed Denial of Service)	
	The service solution must have the capability to filter traffic to origin servers to remove all traffic not useful to the origin, and to eliminate known or suspected malicious traffic.	
	The service solution must have the capability to deal with large scale DDoS attacks against the hostnames terminated on their network to ensure continued availability of web properties.	
	The service solution must provide an IP Reputation Database to verify users IPs.	
	The service solution must provide unlimited DDoS protection regardless of number of times, size or duration with no additional charges.	
	The service solution must have at least 192Tbps in global capacity for DDoS protection.	
	The service solution must provide an anycast network/ distributed DNS protection service to protect all domains proxied behind the service solution from L3, 4, 7 DDoS attacks.	
	The service solution must provide a list of cloud WAF IP ranges to be whitelisted on the origin servers. This should not be frequently changed to reduce configuration changes needed. Provider must also provide timely notifications if changes are made to these IP ranges.	
	DNS	

	The service solution can accommodate tow (2) top-level domains and unlimited subdomains.	
	The service solution managed DNS services must natively support DNSSEC with algorithm 13.	
	The service solution must provide a managed authoritative DNS that serves DNS responses within approximately 10ms.	
	The service solution must be able to propagate DNS records in <5s.	
	API Shield	
	The service solutions must provide a way to secure API endpoints by validating the API request upon the API schema of the endpoint. The service solution must support OpenAPI 3.0.	
	The service solution must provide a way to secure API endpoints by requiring and validating client certificates. The solution must be able to upload an own root certificate chain for client certificates validation.	
	The service solution must have the ability to protect against the OWASP Top 10 Web application security risks for web and API traffic.	
	The service solution should support usage of AI/ML to uncover anomalies and predict frequency and volumes of attacks as well as abnormal sequential paths used before they hit critical mass.	
	The service solution must be able to enforce blocking of any attacks in-line, without any third-party integration.	
	The service solution must be able to provide rate limiting recommendations in the dashboard to block against volumetric based attack by using a system of adaptive rate limiting based on the API endpoint's P99, P90 and P50 request rate.	
	The service solution must be able to enforce rate limiting rules in-line with a one-click action from recommendation to setting of custom rate-limiting rules to detect and block against unknown and api endpoint attacks.	
	API Support	
	The service solution must support complete administration of the service solution through both a web-based GUI interface, and via an API. Using the same web-based dashboard and API to control WAF, CDN, DNS services.	
	Image Resizing and Optimization	
	The service solution must provide capabilities for image optimization. This should include the ability to build an image pipeline on the edge to store, resize, optimize and deliver images based on client header requests and the image type, the ability to resize, adjust quality, and convert images to WebP or AVIF format based on the cached image at the edge and the ability to perform lossy or lossless compression automatically at the edge.	

	Last Mile Optimization	
	The service solution must provide the ability to accelerate delivery of payloads or compress responses based on either request type and or requestor device capabilities.	
	The service solution must provide capabilities to optimize the delivery of content through industry standard and other means. This must include minification of CSS, HTML and JS, delivering GZIP content to supported clients (without requesting GZIP and non-GZIP versions from the origin), and lossless and lossy image optimization. Must have WebP auto-conversion for supported clients.	
	Logs	
	The service solution must have audit logs for user actions.	
	The service solution must have an option to automatically get the audit logs stored in 3rd party storages (Google cloud storage, AWS, Azure, etc.)	
	Network	
	The service solution must be able to deliver all content to end users over HTTP/2, HTTP/3 over IPv6, IPv4 or any appropriate combination of these.	
	The service solution must be able to do HTTP/2, HTTP/2 Prioritization and HTTP/3 (with QUIC).	
	Performance - Last Mile Insights	
	The service solution must have the ability to see where their end-users are having trouble connecting to their proxy's digital properties. The solution must be able to show which end-users' traffic has failed to connect to the cloud proxy, where it failed to connect and why.	
	Performance - Web Analytics	
	The service solution must have the ability to view web analytics without having to change user's DNS or cloud proxy. It must also support Adaptive Bit Rate (ABR) in showcasing these analytics.	
	Rate Limiting (Enterprise with WAF essential)	
	The service solution must have the ability to create maximum 100 rate limiting rules per domain.	
	The service solution must provide rate limiting to prevent abusive clients. Rate limiting must provide the ability to count the number of requests by source IP address. Rate limiting must also be able to identify individual users behind a NAT.	
	The service solution must provide the ability to configure rate limiting rules to identify requests by HTTP methods and response codes.	

	The service solution must provide the ability to provide custom responses for blocked requests, allowing for customer to define the response type, response code and response body.	
	SSL/ TLS - Keyless SSL	
	The service solution must have the ability to store customer's web application TLS private keys in a secure key store in a cloud service certified to relevant industry and government standards.	
	The service solution must have the ability to support private keys stored in a Hardware Security Module (HSM). It must support the PKCS #11 standard for signing and decrypting payloads without having direct access to the private keys.	
	SSL/TLS	
	The service solution must be able to redirect HTTP traffic over HTTPS, as well as ensure other resources (such as images) are also loaded over HTTPS.	
	The service solution must have Certificate Transparency Monitoring to help customers spot malicious certificates and send email whenever a certificate is issued for one of the domains.	
	The service solution must have a way to support TLS 1.3. Providers must provide a way to control the minimum version of TLS allowed.	
	The service solution must have a way to implement SSL certificates using ECDSA as cryptography. Providers must provide a way to remove non-secure cipher suites.	
	The service solution must have a way to automatically manage SSL renewal upon expiry.	
	The service solution shall support HTTP Strict Transport Security (HSTS), customizable max-age value, option to include sub-domain, HSTS pre-load and HTTPS redirection.	
	SSL/TLS - mTLS	
	The service solution must be capable of requesting content from origin servers with a mutually authenticated TLS connection from the host.	
	Load balancing and failover	
	The services must can distribute traffic evenly across your healthy endpoints, automatically failing over when an endpoint is unhealthy or unresponsive.	
	Additional Requirements:	
	Implementation of the service solution.	

	The service provider must have 24x7 technical support helpdesk. Helpdesk facility must accommodate chat, email and call from PSA. Helpdesk system will provide ticket for each technical requests or issues and will provide continues status update report until resolution.	
Lot 2	Procurement of Supply, Delivery, Configuration and Installation of One (1) Year License of Enterprise Mobile Device Management (EMM/MDM)	
	A. MDM	
	Must have a product tour for the Admin Console when admin logs in for the first time	
	Must be able to see statistics of OS(Android and iOS) version on devices in realtime on dashboard	
	Must be able to see statistics of device MDM agent version in realtime on dashboard	
	Must have Over The Air Device Enrollment (via email, SMS, QR code, bulk enrollment)	
	Must have Device naming convention for Bulk Enrollment	
	Must have Push Wi-Fi setting	
	Must have Configuration monitoring/auditing	
	Must have Automated provisioning/enrollment	
	Must be able to set policy to disable/block Bluetooth, NFC, Screen Capture, Airplane Mode, Cellular Data, Hotspot and Wi-Fi Connections	
	Must be able to block USB - Factory Reset from Device Setting	
	Must have admin role based privileges	
	Must be able to generate report of Location Tracking (Historical)	
	Must have Block mounting physical media	
	Must have Block Primary Microphone	
	Must be able to Block SMS/ MMS/ Outgoing calls	

	Must be able to reset one or more devices remotely from Admin Console	
	Must be able to Reboot the device	
	Must be able to block the device on SIM removal or SIM swap	
	Must be able to configure and enforce anti-theft policies for devices	
	Solution should provide option to configure APN settings.	
	Must be able to limit SIM functionality to the primary SIM slot on the device for enhanced security.	
	Must be able to implement a policy that captures images when unauthorized access attempts are detected on the mobile devices.	
	Must be able to set Custom messages in lock screen.	
	Must have the option for the admin to change the Company Name and logo on the Web Console portal.	
	Must have Policy for USB Debugging, location, device accessibility, etc.	
	Solution should provide option to configure policy for Android Device OS update management	
	The solution should support Android Management API (AMA)	
	If a device is not compliant with the security policies and compliance rules put in place by the Android Management API, the use of business data should be automatically restricted.	
	Must be able to support different enrollment options for Company owned devices, Company Owned Personally Enabled (COPE) and Bring Your Own Device (BYOD)	
	Must have the option to enter IMEI on Device overview page for the devices having Android 10 and later versions.	
	Implement app-specific locking features to ensure certain apps are secure and accessible only by authorized users.	
	Must be able to locate devices on a single map: 1. Showing all devices location on single map 2. Selecting devices and showing their location on single map 3. Selecting groups and showing the location of all devices in that group on single map	

	Device Monitoring	
	Must be able to see non-complaint devices alert on dashboard	
	Must be able to see blocked devices statistics on dashboard	
	Must be able to see last synced data of devices to server/console on dashboard	
	Must be able to view Device battery percentage on dashboard	
	Must be able to view Device storage capacity on dashboard	
	Must be able to view Device manufacturer details on dashboard	
	Must be able to view threat statistics (malwares, viruses, etc.) on dashboard	
	Device Application Management	
	Must be able to track app inventory	
	Must Be Able to do Custom App Distribution	
	Must be able to distribute Playstore/App Store apps	
	Must be able to track App Usage	
	Must be able to see most installed apps on dashboard	
	Must be able to do Application blacklisting/whitelisting	
	Must be able to do Application category blacklisting (eg. Social Networking, Media etc.)	
	Must be able to manage app versions	
	Must be able to operate and lock the devices in Kiosk mode	
	Must be able to activate launcher on devices from the console and add desired apps to Launcher	
	Must be able to monitor and manage YouTube usage on devices to ensure compliance with organizational policies.	
	Must be able to monitor and control the use of the microphone and camera even when the device is locked.	
	Must be able to Install, update and remove managed apps from a device remotely	

	Virtual Fencing	
	Must be able to apply Geo Fencing, Wi fi Fencing & Time Fencing	
	Must be able to apply multiple fences in one policy	
	Must be able to allocate relation (AND/OR) between multiple fences (Geo Fencing, Wi fi Fencing, Time fencing) applied in a policy	
	Must be able to log event on fence's trigger	
	Must be able to update Policy/Profile on device based on Fence/s trigger event	
	Network Management	
	Must able to do Data usage Monitoring of device (segregated by Mobile data, wifi data, roaming data)	
	Must able to do Data usage Monitoring by application (segregated by Mobile data, wifi data, roaming data) logged for each day	
	Must able to show top Apps using most data on dashboard	
	Must able to show top Devices using most data on dashboard	
	Must be able to identify and categorize Wi-Fi networks based on their security protocols	
	Manage "Enterprise Apps Store"	
	Must be able to Restrict new App installation	
	Must be able to Restrict app	
	Must be able to Block App Installation from Unknown Sources	
	Mobile Security	
	iMust have Anti Virus with Malware Detection with indigenously built AV engine	
	Must be able to do Scheduled Scan / Real Time Scan	
	Must have Password protection for devices as policy	
	Must be able to wipe device remotely	

	Must be able to selectively wipe device remotely (factory reset, complete wipe, wipe particular path, file extension based wiping)	
	Must be able to do Device compromise detection (jailbreak/rooting)	
	Analytics	
	Must be able to perform global search anywhere within the Admin Console	
	Must have real time dashboard	
	Must have provision for Alerts and notifications	
	Must have facility to enable notification via email and/or in-console	
	Must have dashboard widget for Agent unauthorized removal	
	Reporting Module	
	Must have on-demand reports for the following: 1.Device Compliance Report 2.Device Health Report 3.Device Asset tracking report 4.Device Connected Report 5.Malware Detection Report 8.App Non-compliance Report	
	Must be able to apply aggregating functions (count, average, sum, maximum, minimum) in reports	
	Must be able to apply custom column names within reports	
	Must able to schedule the Reports (monthly, weekly, daily, etc)	
	Must be able to provide Customized Reporting	
	Must be able to do Device and Application Level Analytics	
	Must have proactive notification on Web-console and/or via Emails in case of any non-compliance	
	Must be able to generate detailed reports highlighting potential vulnerabilities on managed devices.	
	Must be able to generate reports in CSV & PDF format.	

	Must have Export reports/ device data in CSV format to be consumed by other enterprise tools	
	Must have proactive notification on Web-console and/or via Emails in case of any non-compliance	
	Advance Features	
	Must have facility to lockdown device to single app KIOSK mode & multi app Kiosk Mode	
	Must have facility to lockdown device to few selected/permitted apps (all other apps on device are inaccessible)	
	Must have facility to upload branding wallpaper and company logo	
	Must be able to do files broadcast	
	Must be able to do Message Broadcast to all users	
	Must be able to monitor Admin Action log for audit purpose	
	Must be able to monitor Activity log for audit purpose	
	OEM should have threat research intelligence.	
	Must be able to have Group Level Administration facility	
	Must have an integrated AV scan engine developed by the same OEM & not dependent on Integration with other solution.	
	Service Management	
	Solution should have the option of Remote control to manage Android Devices & Screen Mirroring for iOS devices.	
	Must be able to do Remote transfer of File during remote control of device	
	Web Security	
	Must have the capability to do URL Blacklisting/Whitelisting on browser	
	Must have the capability to category Wise URL blacklisting/whitelisting on browser	
	Must have the caapability to blacklist/ whitelist URL based on keywords	

	Must have the capability of Browsing and Phishing protection	
	Deployment Options	
	MDM solution must have the capability to deploy On Premises, Cloud, Private Cloud & SaaS based.	
	Support	
	MDM solution must Support Android OS 6 and above	
	MDM solution must Support iOS 12 and above	
	MDM solution must Support SAFE/KNOX, ADO, Supervised(iOS) APIs	
	MDM solution should support Zero Touch Enrollment.	
	MDM solution should support integration with Google's Android Enterprise	
	MDM solution should be Google Compliant and available on Google Play Store.	
	Additional Requirements	
	The proposed solution must align with and support seamless integration into the operational Mobile Device Management (MDM)	
	The solution must provide comprehensive 24/7 support through multiple channels, including email, live chat, and onsite assistance.	
	Incident Reponse time - Phone/Email Response time - within thirty (30) minutes upon receipt of notice, either through phone or email	
	ISO 27001:2013 to ISO 27001:2022 Certified & ISO 9001:2015 Certified	
	Proposed OEM should have SOC 2 Type 2 Certified.	
	Direct OEM support required (for L3)	
	OEM should have threat research intelligence.	
	Incident Reponse time - Phone/Email Response time - within thirty (30) minutes upon receipt of notice, either through phone or email	

	Head office Onsite Response time - within Three (3) hours upon receipt of notice, either through phone or email	
	Technical Training directly from OEM	

I hereby certify that the Statement of Compliance to the foregoing Technical Specifications are true and correct, otherwise, if found false either during the bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company:	
Signature over Printed Name of Authorized Representative	
Date:	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (k) *[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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

